PART SECOND.

ABSTRACT OF LEGAL PRINCIPLES AND RULES.

Be it enacted by the Governor and Council in Legislature assembled, and it is hereby enacted by the authority of the same:—That the following principles and rules shall have the force of law in the commonwealth of Liberia.

Passed January 1841.

TITLE I.

Of Injuries.

1. An injury is an unlawful damage done to another, and is the proper subject of an action. It does not, generally, depend upon the intention of the wrong doer whether an act is an injury or not. A bad design is not necessary to the existence of an injury, although it is to the existence of a crime. The object of actions for injuries is to redress the injured party, not, like that of prosecutions for crimes, to punish the guilty.

2. Every act which is prejudicial to the interest of another is an injury, unless it be warranted by some law.

3. An omission is not generally an injury, but where a party is bound by contract, official duty, or law, to do an act, and omits to do it, or where, in consequence of an omission, an act of the same party, otherwise harmless, becomes prejudicial to the interest of another, such omission is an injury, for which an action will lie.

4. Every person is liable to an action for all injuries commited by himself or his wife.

5. Every person is liable to an action for all damages which arise from the negligence, carelessness, or unskilfulness of himself or his wife at any time, or his agents or servants while employed in his business. And also for all damages committed by any animal belonging to him, or under his care or charge, provided such damage be one which such animal was likely to commit, either from the general habits of its species, or from any vicious habits of the particular animal, known to the owner or other person intended to be charged. All such damages are injuries.

6. Every man is bound to use his own property so as not to damage his neighbour. If any person make use of his own property in a manner prejudicial to his neighbour's interest, it is an injury.

7. Injuries either to the person, reputation or domestic relations of another, are called personal injuries. The breach of a promise to marry, is a personal injury.

8. Domestic relations are those of husband and wife, parent and child guardian and ward, master and servant.

personal injuries die with the person, and no action for them can be maintained by or against representatives or trustees. A man who has assigned his property for the benefit of his creditors is still entitled to maintain, and liable to actions for personal injuries.

10. Omitting to do an act which a man has contracted to do, or doing an act which a man has contracted not to do, is an injury by means of the violation of a contract.

11. A contract is an agreement entered into by the assent of two of more minds, by which one party undertakes to give some valuable thing, or to do, or omit, some act, in consideration that the other party shall give, or has given, some valuable thing, or shall do, or omit, or has done, or omitted, some act. The consideration of a contract may be anything which is troublesome or prejudicial in any degree to the party, who performs or suffers it, or beneficial in any degree to the other party, an agreement without such a consideration is not a contract but only a promise. The violation of a promise made without a consideration although, most frequently an immoral act, is not an injury for which an action at law will lie.

12. If one party to a contract is guilty of a fraud, which deprives the other party of the whole, or most important part, of the benefit of the contract.—or neglects or refuses to perform the whole of his part of the contract or so nearly the whole thereof, that what he performs is only nominally beneficial to the other party, it is not an injury for such other party to refuse to comply with his part of such contract, and no action will lie against him for so doing. But if the fraud, refusal or neglect to perform, still leave a material and beneficial part of the contract which has been performed by the fraudulent, negligent or refusing party, an action may be maintained by such party for the refusal or neglect of the other party to perform his part of such contract. But in such action the fraud, neglect, or refusal of the plaintiff, to perform any part of the contract, may be shown to diminish the amount of the debt or damages to be recovered. Nevertheless, where parties have stipulated that things shall be done in a particular order, a plaintiff must show that he has performed the act first to be performed by him, or that the defendant has dispensed with the performance thereof, before he can recover damages for the non-performance of a subsequent act.

13. No action can grow out of an immoral or illegal contract. The violation of such a contract is not an injury.

14. All contracts having any connection with the slave trade, however remote such connection may be, provided the parties to the contract are aware of its existence, are with the exception in the next section, both immoral and illegal, and it is no injury to violate such a contract.

15. Contracts tending to the suppression of the slave trade are legal and valid.

16. All bets, and wagers, and contracts for the payment of money, or the delivery or transfer of any valuable thing upon any contingency or event, or upon the decision of any question, dispute or controversy are illegal, except contracts made and intended, by way of insurance or indemnity, from an actual loss or damage, sustained by means of such event, contingency, or decision. All contracts to pay money, or deliver, or transfer any valuable thing which has been won or lost at any game of chance or skill, to pay, or deliver, or transfer money or other thing, in lieu of any money or other thing so won or lost, and in general all wagering and gaming contracts are also illegal. All contracts to indemnify any person from the consequences of any violation or omission of official duty, or other breach of the law, are also illegal. The violation of any of the contracts mentioned and declared illegal in this section, is not an injury.

17. Contracts to indemnify a public officer from the consequences of a mistake in the execution of a writ directed to him, are not within the meaning of the last section, and the violation of such a contract is an injury.

18. Injuries to property, other than violations of contract may be committed by destroying it, by taking or detaining it from the possession of the owner, by any act, or unlawful omission, which may diminish its value, or lessen its security, or, lastly, by using it without consent of the proprietor.

19. The person in possession of any property, of any description, is to be considered as the owner thereof, within the meaning of the last section, as against all but the true owner. The person in possession of any property, may maintain any action for any injury done to it, or to him, in respect thereof, unless the defendant can show that he has a better title to such property than the possessor thereof.

20. Injuries to persons may be committed by striking, or attempting to strike, by confining, imprisoning, or detaining a person.

21. Any of the acts mentioned in the last section, may be justified if done in self defence, or in the exercise of the lawful authority of a parent over a child, a guardian over a ward, a master or mistress over an apprentice, a public officer over a person in his custody for the purpose of being compelled to work, or of any other lawful authority; provided, that the degree of violence used, is not more than a jury shall deem proper and reasonable under all the circumstances of the case.

22. Injuries to the reputation may be committed by defamation, or by commencing a malicious action, suit, or prosecution, or other proceeding.

23. Defamation is an injury offered to the reputation of another, by an allegation which is not true. Defamation may be made verbally, or by signs, which is called slander, or by writing or painting which is called libel.

24. The injury of defamation is committed when the words, signs, or figures used, convey the idea either—1st. That the person to whom they refer, has been guilty of some crime or offence punishable by law. 2nd. That he or she has done some act, or been guilty of some omission, which although not a crime, is of a nature to make people avoid social intercourse with him or her, or lessen their confidence in his or her integrity. 3rd. That he or she has some moral vice, or bodily, or mental defect or disease, that would cause his or her society to be generally shunned. 4th. That his or her general character is such as to make persons avoid his or her society, or lessen their confidence in his or her integrity.

25. It is also the injury of defamation to make use of words or representations, the tendency of which, is to bring upon the person to whom they refer, the hatred, ridicule, or contempt of the public, or to deprive him of the benefit of social intercourse.

26. It is defamation and an injury to assert, or make representations importing that the party refered to, wants the necessary talents or knowledge, or is otherwise incompetent to perform or conduct the office, business, profession, or trade in which he is engaged, or is dishonest in his conduct therein.

27. It is not an injury to make true statements of fact, or express any opinion, whether such opinion be correct or not as to the qualifications of any person for any public office, with an honest intention to give information to those who have the power of appointing or electing to such office. Nor is it an injury to make true statements of facts, or express the opinion which he who gives it entertains, whether correct or not, relative to the integrity or other qualifications to perform the duties of any station, profession, or trade, when it is honestly done, by way of advice to any person who has asked it, or to whom it was a duty arising either from law or social connection, or from humanity, to give such advice. Nor is it an injury to make or publish any

criticism or examination of any work of literature, science, or art, or to express an opinion, whether correct or not, on the qualifications, merits, or competency of the author of such works in relation thereto, although such criticism, examination or opinion, should produce damage to the party to whom it refers; provided such criticism, or expression of opinion, be not intended to cover a malicious design to injure the party to whom it refers. All statements of facts, made under the circumstances mentioned in this section, shall be taken to be true until the contrary appears, or malice is shown.

28. All those who make, publish, or circulate a libel are guilty of the injury of defamation.

29. He is the maker of a libel who originally contrived it, and either executed it himself, or caused it to be done by others. He is the publisher who executes the mechanical labour, who writes, paints, copies, engraves, or prints it. He circulates a libel who knowing the contents, sells, gives, distributes, reads it to others, or exhibits it.

30. He is not guilty of an injury who only gives or lends a book or paper containing a libel, or reads it to another, after it is already in general circulation unless some circumstances are shown which prove that it was done with a design to injure, or unless some special damages shall have arisen from his act.

31. No action can be maintained for defamation on account of any thing said or written, whether as judge, party, juryman, witness, or agent for a party, in a court of justice, or in the course of a legal proceeding, or in any investigation or conference preparatory to a legal proceeding; provided, that what is said or written be relevant to the proceeding, investigation, or matter in hand, or preparing for, and is not introduced for the sole purpose of injuring the party to whom it refers.

32. An answer justifying a former libel or slander as true, which has been withdrawn, or on which no question of fact shall have been taken, is not within the protection of the last section, and may be deemed an injury. But as an injury, it shall be considered only the act of the party in the cause, and not of any agent of his or other person.

33. The word 'verbally' used in the definition of slander, means the utterance of words by the voice, and the words 'by signs' comprehend every motion of the fingers or other gesture that is used and understood to communicate ideas.

34. The word 'writing' in the definition of a libel, and the word 'writes' in the twenty-ninth section, comprehend not only manuscript, but printing, engraving, etching, lithography, or any other means now known, or which may hereafter be discovered or invented to make words visible. The words 'painting' and 'paints' include not only the art, so called, but drawing, engraving, etching, lithography, or representing figures in any other way. It also comprehends hieroglyphics, or the representation of words by objects which they signify.

35. It is slander and an injury to repeat the contents of any libel, or the words or substances of any slander, unless in the cases otherwise provided for in the thirtieth section, or unless the defendant state at the time of doing so the name of the person from whom he heard the slander, or unless the defendant show that he was not actuated in so doing by any desire to injure the person defamed. But if special damages can be shewn to have arisen from said repetition, it shall be deemed an injury, notwithstanding any provision of this section.

36. Every false statement is an injury and defamation, if any special damage arise therefrom

37. Special damage is any loss or inconvenience accruing to the plaintiff, which can be specially traced to the conduct of the defendant. Where special

damage is relied upon, it must be stated in the complaint and proven.

38. A malicious action, suit, prosecution, or other legal proceeding, is one brought against a person for a matter of which he hath been before lawfully acquitted, or finally discharged, or one totally without any reasonable cause or foundation. The essential facts to sustain an action for a malicious action, suit, prosecution, or proceeding, are the absence of reasonable cause for the original action, suit, prosecution, or proceeding, the termination thereof in favour of the party against whom it was brought, and an actual damage of any sort sustained by such party. Although the action for a malicious action, suit, prosecution, or proceeding, is classed among actions for injuries to reputation, any species of damage is sufficient to sustain it. Although called malicious it is not necessary to prove an actual malicious intention; the malice may be inferred from the absence of reasonable cause for the proceeding.

39. There is no injury to reputation which is not provided for in the preceding sections, commencing with the twenty-second, and terminating with the last preceding one.

40. Defamation of title is not an injury to reputation, but to property. It consists in falsely alleging that a person has no title, or only a defective title to his property; it is only an injury when special damage, as defined in the thirty-seventh section, can be shown to have followed.

41. Injuries to the domestic relations may be committed by adultery, by the seduction of a wife or daughter, enticing or taking away, detaining or confining the wife, child, ward or servant, of any person, or an idiot or insane person from his or her legally appointed trustee or guardian; by harbouring or assisting any person sustaining the relation of wife, child, ward or servant, who has unlawfully left the protection or service of his or her husband, parent, guardian, master or mistress, or by beating or otherwise injuring the wife of any person, or by beating or otherwise injuring any person sustaining any of the domestic relations, in such a manner as to incapacitate him or her from performing the duties of such relation.

42. Every person is warranted by law, in employing himself and his property, in any honest business, occupation, or pursuit; although his so doing may be prejudicial to the interest of others, by way of rivalry or competition. Any prejudice or damage sustained by any person in consequence of fair competition in business, is a damage, but not an injury.

43. No man is bound to alter the natural condition of his property, for the benefit or accommodation of his neighbour, or to accommodate his improvements to those of his neighbour. Neither an omission to do so, or any damage arising from such omission, can be regarded as an injury. Provided nothing in this section shall abrogate any part of "An act Regulating Towns and villages."

44. An infant is capable of committing, and responsible for an injury, and consequently responsible for violating a contract made by those whom he represents, or under whom he claims, and which is binding on him as a representative or assignee, or on his property, although he is not capable of making a contract.

45. Every person under twenty-one years of age, is an infant.

46. A married woman, is capable of commiting an injury, and for every such injury her husband is responsible in an action against himself, although it may consist in the violation of a contract binding on such married woman, as a representative or assignee, or on her property, or made by herself before marriage. A married woman cannot make a contract to bind herself, although she may contract as her husband's agent; he will be bound by every such contract, and the agency may be directly proved or inferred from circumstances and the usages of society. A wife is presumed to be her husband's agent in providing for his family, and clothing herself and his female children, and males under the age of fifteen; but this presumption may be contradicted by

proof to the contrary.

47. An idiot or insane person is capable of doing an injury, though not of making a contract, or committing a crime, and is responsible for an injury, though not for a crime; he may be responsible for the violation of a contract made by another person whom he may represent, in the same manner as an infant, under similar circumstances, and not otherwise. He shall be also liable for a violation of a contract made by himself before his insanity.

48. No judicial act, done by a judge or other judicial officer, within his jurisdiction or authority, or any omission to do such act, can ever be deemed an injury, although if the judge or officer act corruptly or maliciously, or wilfully refuse or neglect to do his duty, it is a crime. This section is to be considered as controlled by the provisions of the twenty-third chapter of the second title, on the subject of writs of habeas corpus.

49. No ministerial officer is guilty of an injury in executing any writ directed to him by any authority or tribunal, having jurisdiction over the place where the writ is executed, and having authority to issue similar writs. If the writ shall have been improperly obtained, or the court or other tribunal has exceeded the precise limits of its jurisdiction, a remedy may be had against the person who procured the issuing of the writ.

50. A ministerial officer who does any act under or by colour of any writ which such writ does not authorize, is guilty of an injury, if his act produce damage to any person.

51. The object of actions for the redress of injuries, being the indemnification of the injured, and not the punishment of the injurer, it follows that the measure of damages in such actions is the actual amount of loss or inconvenience sustained by the plaintiff, without any reference to the degree of misconduct of which the other party may have been guilty. The only exceptions to this rule are those contained in the next section.

52. Adultery, the seduction of a wife or daughter, illegally taking away or harbouring a wife or a child, ward or apprentice under twenty-one years old, or enticing an idiot or insane person from his or her legally appointed trustee or guardian; the breach of a contract, engagement, or promise to marry; injuries to the reputation for which an action will lie without alleging and proving special damage, and the injuries for which remedies are given by the twenty-third chapter of the second title, are injuries of a peculiar nature, and partake of a criminal character. Actions for the above enumerated injuries partake of the nature of criminal prosecutions. They are exceptions to the rule for the measure of damages laid down in the last section, and a jury in estimating damages in such cases, may take into consideration the misconduct of the defendant, and increase the damages at their discretion for the purpose of punishing him. Other personal injuries are not exceptions to the rule in the last section.

53. In every case of an injury, the condition of the defendant is to be prefered; that is, the facts must be proved by the plaintiff. Where the right or the wrong are equal, the condition of the defendant or the party in possession of the thing in dispute, is to be prefered.

54. The enumeration of particular injuries, except those to reputation in some of the preceding sections, shall not be construed to exclude from the class of injuries, any particular case not enumerated, which amounts to an injury agreeably to the principles of the first six sections or the tenth section, which contain general principles the others are designed to explain, apply or restrain. But they are only to be restrained by express words, not by mere omissions.

55. All the provisions of this title are to be considered as annexed to, incorporated in, and controlling all the provisions of the second title, except those contained in the twenty-third chapter.

TITLE II.

Of Remedies.

CHAPTER I.

Of Actions.

1. An action is a mode of proceeding to obtain redress of an injury by means of a court of justice.

2. The party who seeks redress in an action, is called the plaintiff, the party against whom the action is brought is called the defendant.

3. Actions are divided into three general classes,—where the injury for which redress is sought is a breach of contract, the action is said to be an action growing out of contract; where it is an injury of any other description, the action is said to grow out of a wrong. The third class, consists of actions growing out of judgments in former actions.

4. Actions growing out of contracts, are subdivided into those in which a specific performance of the contract is sought,—and those which are intended to recover damages for the non-performance of the contract.

5. There are three actions growing out of contract, in which the specific performance of a contract is sought,—debt,—specific performance of contracts, other than for the payment of money,—and injunction.

6. An action of debt is an action to enforce the payment of a sum of money, which the defendant has contracted to pay to the plaintiff.

7. An action for the specific performance of a contract, other than for the payment of money, is an action in which it is sought, to compel a defendant to do any act other than the payment of money, in pursuance of a contract into which he has entered. It may be briefly called an action of specific performance.

8. An action of injunction, is an action in which the plaintiff seeks to compel the defendant, to permit matters to remain in the present state, either in pursuance of a contract, or because of a right growing out of the general principles of law. It is classed with actions founded on contract as a matter of convenience, although it is capable of being applied in cases, where the wrong is not, precisely, a breach of any contract.

9. An action to recover damages, for the breach of a contract, is an action in which the plaintiff seeks to obtain from the defendant a sum of money, as damages or compensation for the injury he has sustained by reason of the defendant's not performing some contract, into which he, or some person under whom he claims, or whom he represents, had entered. It may be briefly called an action of damages.

10. Whenever a person is bound under a penalty, that himself or any other person, shall do or omit any act, and the obligation is violated, or whenever any person is bound in any sum of money, the obligation to be released or void, on the omission or doing of any act by himself or any other person, in case of a breach of the contract or condition, an action of contract, shall be the proper remedy. In such action the plaintiff may recover

the amount of the damages sustained by him in consequence of the act or omission complained of, and no more, even although the penalty or sum in which the party is bound, may exceed such amount of damages. Against a surety, or the principal party, if sued with the surety, the plaintiff can never recover more than the penalty or sum in which such surety was bound; but he may have a separate action against the principal, either of contract or damages, according to the circumstances, and recover the excess of his damages beyond the penalty.

11. There are three actions growing out of wrongs,—replevin,—ejectment —and the action to recover damages for a wrong.

12. Replevin is an action to recover the possession of moveable property, wrongfully withheld by the defendant from the plaintiff.

13. Ejectment is an action to recover possesion of real or immoveable property, wrongfully withheld by the defendant from the plaintiff. A widow may recover her dower in ejectment.

14. The action to recover damages for a wrong, is an action in which the plaintiff seeks to obtain from the defendant, a sum of money, or damages or compensation for the injury he has sustained, by reason of some act of the defendant. It may be briefly called an action of damages. It is the action which lies for every injury, for which there is no other remedy.

15. Besides the action growing out of contracts and wrongs, there is another action of a peculiar nature, growing out of a judgment in some former action. It is called an action of enforcement.

16. Enforcement is an action, in which the plaintiff seeks to have enforced, some judgment of the court formerly rendered, but which, from lapse of time, or change of parties, cannot be enforced by immediate execution.

17. Where the cause of action grows out of a contract, and the plaintiff intends to proceed against several defendants upon the same contract, he must sue them all in one action, unless one or more of them, live out of the jurisdiction of the court. He is not obliged to join the representatives of deceased persons with living original parties. He may sue each of such representatives separately.

18. No action of ejectment, can be commenced more than twenty years after the cause of action has accrued, nor any action of enforcement more than twelve years after the rendition of the judgment on which it is founded. Actions for the violation of written contracts, must be commenced within seven years; actions for personal injuries within one year; and all other actions within three years after the cause of action accrued, and not after. This section is to furnish no defence, unless expressly relied on in the defendant's answer. If either of the parties be absent from the Colony during any part of the time, or be under age, or insane during any part of the time, such part of the time shall not be reckoned, unless in the case of personal injuries committed without the limits of the Colony.

19. For every personal injury done to a married woman, or a woman who afterwards marries, her husband shall be entitled to an action, which shall survive to her, if he die before it be brought to a conclusion, and she may be made a party in his stead. For every personal injury done by a married woman, or a woman who afterwards marries, an action shall lie againt her husband, which may be revived against her, and she be made a party in his stead, if he die before it be brought to a conclusion. In either case, if the husband die before the action be brought, the action may be brought by or against the surviving wife.

20. In every form of action, where the right or the wrong is equal, the condition of the defendant or person in possession of the thing in dispute, is to be prefered.

CHAPTER II.

Of the mode of commencing actions and bringing defendants into court.

1. Actions are commenced, and defendants brought before the courts, by means of writs.

2. A writ is a written or printed paper, authenticated by the seal of the court, and signature of the clerk, directed to the sheriff or other persons, commanding him to do, or abstain from doing, some act.

3. All actions, except injunction and replevin, shall ordinarily be commenced by a writ of summons, directed to the sheriff (except in Justices' courts,) requiring him to summon the defendant or defendants to appear at a day appointed, to answer the complaint of the plaintiff or plaintiffs, without specifying such complaint. The writ of summons shall also contain a clause requiring the sheriff to have the writ before the court, at the day appointed for the appearance of the defendant or defendants. It shall only be issued on the written direction of the party or his agent.

4. It shall be the duty of the sheriff to produce to the court the writ of summons, with his return endorsed thereon, either that he has summoned, the person or persons directed in the writ of summons to be summoned, or that they cannot be found, as the fact may be. There may be different returns as to different persons named in the same writ.

5. If the sheriff return that the defendant or defendants, or any of them, cannot be found, a writ of re-summons may be issued as to such defendant or defendants.

6. A writ of re-summons differs from a writ of summons only by the insertion therein, after the word 'summon' of the words 'as you were before commanded.' It shall be returned as a writ of summons.

7. If the defendant, having been returned summoned on a writ of summons, shall not appear within four days after the time therein appointed for his appearnce, or if after the return of a writ of re-summons the defendant shall not appear, within four days after the time therein appointed for his appearance, whatever the return may have been, it shall be the right of the plaintiff or plaintiffs, having first filed his or their complaint, unless the complaint be in ejectment to move for a writ of attachment, which shall be granted as herein after provided.

8. A writ of attachment, is a writ directed to the sheriff, commanding him, to attach the lands, goods, chattels, and credits of the defendant or defendants, to the value of a sum to be expressed in the attachment, and to have the writ before the court at a certain day

9. The sum specified in any writ of attachment, shall not exceed the sum of one hundred dollars, unless in the cases hereinafter otherwise provided for.

10. The plaintiff having filed his complaint, and being entitled to move for an attachment under the provisions of the seventh section of this chapter, may—unless the complaint be in an action of damages, for an injury to the person, or reputation of the plaintiff or his wife, or for such other injury as cannot be conveniently estimated in money—make an affidavit or affirmation of the sum due to him, or of the injury he has received, and of the damages he believes he has sustained; and in that case the writ of attachment, shall direct the sheriff to attach property to an amount equal to the amount of the debt or damages so sworn to, and half as much more, so as to answer the interest and cost, as well as the debt or damages.

11. If the complaint be in debt, and the plaintiff shall exhibit to the court, evidence in writing, that any specific property, has been mortgaged

or pledged as security for the debt, then the writ of attachment shall command the sheriff to attach the specified property so mortgaged or pledged, without regard to the value thereof. And such writ may issue without any previous writ of summons having been issued.

12. In all cases of actions of debt or contract, wherein a specific performance, is not sought to be compelled, and in all actions of damages, except those that are excepted in the tenth section of this chapter, the plaintiff may commence by filing his complaint, and the affidavit required in the said tenth section, with an addition to such affidavit, that he fears that the defendant or defendants, cannot be found to be summoned, or will not appear if summoned, and shall thereupon be entitled to an attachment.

13. In an action of enforcement, no affidavit or any previous writ shall be necessary to obtain an attachment, except in the case provided for in the fifteenth section. If the original judgment was an injunction or ejectment, the costs and as much more shall be regarded as the sum to be specified in the attachment.

14. All writs of attachment issued under the tenth, eleventh, twelfth or thirteenth sections of this chapter, shall contain a clause requiring the sheriff to summon the defendant or defendants, as in a writ of summons.

15. In an action of enforcement, if the original judgment were in specific performance, the same rule as to the sum to be mentioned in the attachment, shall prevail, as in the case of a judgment in injunction or in ejectment, unless there be an affidavit of non-performance of the judgment, and of the extent of damages sustained by such non-performance.

16. It shall be the duty of the sheriff, immediately upon the receipt of any writ of attachment, to attach, seize, and take into his hands and possession, if necessary, all the personal or moveable property, of the defendant or defendants named in the writ of attachment, which he shall find in his or her possession, or not in the possession of any other person; and also to attach, seize, or take possession if necessary, of the right, title and interest of the said defendant or defendants, in all fixed and immovable property. But if the writ of attachment refer to particular property he is not to meddle with any other.

17. The necessity refered to in the last section, is the necessity of making up the value, of the sum called for in the writ of attachment.

18. In order to ascertain the quantity of property which it may be necessary to attach or seize, it shall be the duty of the sheriff to cause all property so attached or seized, to be appraised and valued by two disinterested persons, upon their solemn affirmation, to value the same to the best of their skill and ability.

19. It shall also be the duty of the sheriff to cause a list or schedule of all property so as aforesaid seized or taken, and of the appraisement and valuation thereof, to be made out and annexed to the writ of attachment, and to return the said writ 'attached as per schedule.'

20. If, from the peculiar nature of any personal property belonging to the defendant or defendants, it shall be incapable of being taken into the hands and possession of the sheriff, he may nevertheless include it in his schedule, and shall give notice to all persons whose interest may require such notice, that he has so done. Courts may adapt such rules upon the subject, embraced in this section, as may from time to time appear to them proper, and may regulate such notice in the manner they may deem most just.

21. If there is not sufficient property, of the defendant or defendants, liable to be included in a schedule, to produce the amount required by the writ of attachment; or if the plaintiff shall so direct, the sheriff may lay the attachment in the hands of any persons who may be indebted to the defendant or defendants, or any of them, or who may have the care, custody or possession,

of any property of such defendant or defendants, or any of them, by warning such person or persons that the property of such defendants is attached in his or their hands to such an amount, and summoning such person or persons to appear at court on the day appointed for the return of the writ of attachment, to show cause why the same should not be condemned in his or their hands, towards the payment of the debt or damages sought to be recovered. Provided, that the person or persons so warned and summoned, may deliver up to the sheriff all the property, of which he or they has or have the care, custody or possession, as aforesaid; whereupon the sheriff shall proceed as if he had found the same out of the possession of any person.

22. If the sheriff has proceeded to lay the attachment in the hands of any person or persons, he shall return the writ 'attached in the hands of———' The person in whose hands the attachment is laid, shall be called 'the garnishee.' A plaintiff may himself be made a garnishee.

23. If the sheriff cannot find any property to attach, or any debtor or other person in possession of property to warn as garnishee, he shall return on the back of the writ, that 'the defendant has, or defendants have nothing which he can attach.'

24. Upon the return of any writ of attachment, the defendant or defendants may appear and give bail; in which case the attachment shall be dissolved, except in the case provided for in the next section; or the defendant or garnishee, or both, may appear without bail, in which case judgment shall be suspended until the usual steps shall have been taken to bring the case to trial—the attachment standing as a security. But if neither defendant nor garnishee appear, there shall be a judgment by default against both, or against the defendant, if there is no garnishee. But there shall be no judgment by default upon an attachment which has not been preceded by a summons, and which has been returned under the twenty-third section.

25. An attachment founded upon a mortgage or pledge, shall not be dissolved unless the defendant shall make oath that the debt is paid, or that the property taken under the attachment, is not that mortgaged or pledged.

26. When an attachment is dissolved the property taken under it, and all persons whatever affected by it, shall be put in the same situation as if it never had existed.

27. Upon the return of any writ of attachment, 'attached as per schedule' or 'laid in hands,' if the defendant or garnishee, do not appear within four days, the plaintiff may have judgment by default, and an order that the sheriff shall sell the property taken under the attachment, if any, towards the payment of his debt or damages, when ascertained, according to law.

28. If the complaint be filed in an action of damages, for an injury to the person, or reputation of the plaintiff or his wife, or any other injury which cannot be easily estimated in money, and the plaintiff be not satisfied with a writ of attachment to the amount of one hundred dollars, he may apply to the court, or any judge thereof, and exhibit such evidence of the injury, and of other matters connected with the subject, by his own oath or otherwise, as he may think, proper, and the court or judge may direct such sum as may be proper, to be inserted in the writ of attachment; or if the injury be a personal one, may, in the discretion of such court or judge, order the issuing of a writ of arrest, even although the defendant be an infant under twenty-one years of age.

29. In any other case the plaintiff being in a condition to apply for a writ of attachment, and having made oath or affirmation, that he fears he shall not be able, by a writ of attachment, to obtain security for his debt or damages, may apply to the court or any judge thereof, for a writ of arrest, which may be granted him in the discretion of such court or judge; but a writ of arrest

against a defendant, as such, shall never issue as a matter of course, nor against an infant under twenty-one years of age, married woman, idiot or insane person, unless under some special provision of law.

30. A writ of arrest, is a writ whereby the sheriff is commanded to arrest the body or bodies of the defendant or defendants, and in most cases to bring it or them before some judge or other person authorised to receive bail, to give security, to answer the complaint of the plaintiff in a sum to be named in the said writ, and to have the said writ before the court at a day to be named therein.

31. The sum to be named in the writ of arrest, for which security shall be taken, is to be always in the discretion of the court or judge, awarding such writ.

32. Every writ of arrest against a defendant, in any action other than injunction, shall be accompanied by a copy of the plaintiff's complaint, attested by the clerk of the court, which it shall be the duty of the sheriff to deliver to the first person arrested by virtue of such writ.

33. Every writ of arrest against a defendant, in any action other than injunction, shall be accompanied by a writ of attachment; and if the defendant will point out to the sheriff sufficient property, liable to be attached as per schedule, to cover the sum mentioned in the writ of attachment, which shall be the same mentioned in the writ of arrest, the sheriff shall not execute the writ of arrest; but as a reason for not so doing, shall return, upon the writ of arrest, that he has executed the accompanying writ of attachment. The two writs shall be considered as commencing but one action.

34. It shall be the duty of the sheriff immediately on the receipt of a writ of arrest, to arrest every person whom he is thereby commanded to arrest, and to carry him before some person authorised to take bail, unless in the case provided for in the thirty-third section of this chapter, and also, if required by the person before whom he is so carried, to conduct him to prison, there to be detained until discharged by due course of law, and to make return to the court of what he has done in the matter. Writs of arrest may be continually renewed until the defendant or defendants is or are arrested.

35. In an action of specific performance, or of enforcement founded upon a judgment in specific performance, the plaintiff being entitled to an attachment after a return of 'summoned,' or after two returns of 'not found,' or in an action of enforcement without such return, may exhibit to the court or one of the judges thereof, such evidence of the contract and its circumstances, as he may think proper, by his own affidavit or otherwise, and the court or judge may thereupon order a writ of attachment to issue directing the sheriff to attach any specific property to which it may appear to such court or judge that the plaintiff is entitled under the contract, specific performance of which is sought to be compelled and the property taken under such attachment, shall, whenever a judgment by default or otherwise is rendered in the cause, in favour of the plaintiff, be delivered to the plaintiff.

36. In ejectment there shall be no writ of attachment or of arrest, nor any bail required, but on a return of a writ of summons, the plaintiff, having filed his complaint, if the defendant do not appear, may cause a copy thereof, together with a copy of the writ of re-summons, to be set upon the property claimed, ten days before the return day of the re-summons, and for that purpose may have a writ of re-summons, although the writ of summons may have been returned summoned; and if the defendant do not appear within four days after the said return day, the plaintiff shall be entitled to a judgment by default.

37. An action of injunction, must be commenced by a writ of injunction, to obtain which, the plaintiff must file his complaint verified by his own oath, and by such other evidence as the court or judge may think proper. The court or

judge may also require the plaintiff to give sufficient security to indemnify the defendant from any injury he may sustain, by means of the writ of injunction; but this is a matter in the direction of the court or judge, as is also the issuing the injunction and the contents thereof.

38. A writ of injunction, is a writ directed to the party, commanding him to abstain from doing some act, which it is alleged he is about to do, and also to appear before the court at a day to be therein appointed, to show cause why the injunction shall be dissolved. Every writ of injunction shall be issued in duplicate.

39. A writ of injunction may be served by the sheriff, or any other person except the plaintiff, by leaving it or a copy or duplicate thereof, with the person to whom it is directed. The original or its duplicate writ, must be returned to court on or before the day appointed for the defendants appearance accompanied by a solemn affirmation of the service.

40. If the defendant disobeys the injunction, the court on being satisfied of the facts by affidavit, may issue a writ of arrest against him, although privileged under the twenty-ninth section, and punish him by a fine or imprisonment, or otherwise, in their discretion. Such writ shall be returnable before the court or a judge thereof only, and shall contain no clause respecting bail or security.

41. An injunction shall not be dissolved, unless the defendant appears and files a sufficient answer to the complaint, verified by oath. it shall not be dissolved merely because he denies knowledge of the facts alleged in the complaints and puts the plaintiff upon the proof thereof.

42. Replevin must be commenced by issuing a writ of replevin, to obtain which, the plaintiff must give sufficient security, in the discretion of the clerk of the court, that he or his representatives, will return the goods about to be replevied, and pay the costs, if any court having jurisdiction in the cause shall so adjudge, and indemnify the defendant, from any injury he may sustain, by means of the writ of replevin.

43. A writ of replevin, is a writ directed to the sheriff, commanding him to replevy and deliver to the plaintiff the goods therein specified, to summon the defendant to appear before the court on a day therein appointed to answer the complaint of the plaintiff, and to have the writ before the court on the said day.

44. It shall be the duty of the sheriff literally to execute the commands contained in the writ of replevin, and to return his doings to the court.

45. If the sheriff cannot find the goods mentioned in the writ of replevin, the plaintiff may either issue another replevin or a writ of re-summons on the former writ, turning the action thereby into an action of damages, in which last case his sureties shall be released. He may also have an attachment for a sum equal to double the value of the goods as ascertained by his own oath, provided he files an affidavit that he believes they are or have been in the defendant's possession.

46. If the sheriff replevy and deliver the goods, and return those facts to the court, and the defendant do not appear within four days of the day appointed for his appearance, the plaintiff shall be entitled to a judgement by default, which shall operate as a discharge to his sureties and shall entitle him to the goods.

47. No judgment entered in pursuance of any direction contained in this chapter, shall be stricken out after the term at which it is entered, nor during that term, but on payment of costs and compliance with such other conditions as the court may impose; provided that the court may inquire into the truth of any return, and if they shall be satisfied that any return was false, they may order the officer making such return, to pay the costs, and may make such order as to the defendant's appearance, as may to them seem just.

48. A term is the space of time comprehended between the legal first day of any meeting of a court, and the legal first day of the next meeting of the same court.

CHAPTER III.

Of Bail.

1. Bail is the security which is given by a defendant for his complying with the judgment of the court.

2. Bail can only be had in cases where the plaintiff is entitled to a writ of attachment or arrest, and only to the amount of the sum mentioned in such writ.

3. The stipulation into which bail shall enter shall be that the defendant shall perform the judgment of the court, or render his body to the sheriff, under penalty of such a sum.

4. Whenever a defendant is brought before a court, judge, or commissioner of bail, on a writ of arrest, and the court, judge or commissioner is of opinion that the plaintiff is entitled to demand bail, it shall be lawful for such court, judge or commissioner to commit such defendant to prison, if such court, judge or commissioner shall, in the exercise of a sound discretion, deem it proper, until he is discharged by due course of law. Such discharge may be by order of the plaintiff, or some proper authority before whom the defendant has given bail, or before whom he has assigned all his property for the general benefit of his creditors, agreeably to the directions of the law.

5. The remedy against bail, shall be an action of contract, which, however cannot be commenced until after the return of a writ of execution, which has proved wholly or in part ineffectual. The bail shall be discharged by the death of the principals, prior to such return.

6. The same remedy is to be applied in all cases of security mentioned in the second chapter; but the previous return of a writ of execution shall not be necessary, except in the case of bail, nor shall the death of the principal be a discharge in any other case.

7. The measure of damages, in the case of bail, is the amount of the judgment rendered by the court, in the action in which bail was given.

8. Every judge of a court shall have power to take bail, in all actions pending in his court, and every court shall have power to appoint, by standing rules, commissioners of bail, who shall have the same power. The court may by standing rules establish an appeal from a commissioner to a judge, in cases in which they may deem it proper.

CHAPTER IV.

Of the Complaint.

1. Whenever the defendant appears, it shall be the duty of the plaintiff to file his complaint, unless he has done so before. If the plaintiff has not filed his complaint, within ten days after the appearance of the defendant, the defendant may demand to be discharged.

2. The appearance of the defendant is to be accounted as made, when it is entered on the records of the court. This cannot be done until bail has been

given, when the plaintiff is entitled to bail, unless an attachment hath been laid on the defendant's property, in which case he may appear without giving bail, the attached property standing as a security in lieu of bail.

3. Every complaint must contain a distinct and intelligible statement in writing, of a sufficient cause of action within the scope of the form of action chosen, otherwise the action may be dismissed.

4. Every complaint must commence in this manner, 'A. B. complains that,' and conclude 'all which the said plaintiff is ready to prove.' No other form is necessary. In no case shall it be necessary to state any fiction of law, or any precise amount of damages or any matter which it is not necessary to prove.

5 If the plaintiff has really several causes of action, against the same defendant, suited to the same form of action, he may include them all in one complaint, separating them from each other by the words, 'and the said plaintiff further complains that.'

6. A complaint in an action growing out of contract, must state the contract and the violation thereof; and if the contract be one merely implied by the law, must state the facts from which the law will imply it.

7. A complaint in an action of debt, must state a written obligation or promise to pay, or it must be in the form prescribed in the next section.

8. A complaint in debt may be in this form, to wit: A. B. complains that C. D. is indebted to him for sundry matters, properly chargable in account, as will appear by the account herewith filed, and has neglected to pay said debt—all which the said plaintiff is ready to prove. Together with a complaint in this form, there must be filed an account stating specifically, distinctly and intelligibly, the articles with which the plaintiff intends to charge the defendant, so as to give the defendant notice of the facts the plaintiff intends to prove.

9. A complaint in specific performance must state the contract and the refusal of the defendant to perform his part thereof; it should also state that the plaintiff has performed or is ready to perform his part, unless in cases in which the terms of the contract, the part of which specific performance is sought, is to be performed first.

10. The complaint in injunction, should state the contract or other facts, entitling the plaintiff, to demand that the defendants should not do the act, from doing which it is sought to injoin him, and also the belief of the plaintiff that the defendant intends to do such act. The oath of the plaintiff shall be sufficient evidence of such belief.

11. A complaint in contract, shall state the contract, the violation thereof, and the fact that the plaintiff has sustained damage by reason of such violation. But it shall not be necessary to specify any amount of damages.

12. A complaint in replevin, shall state that the defendant detained certain specified movable property of the plaintiff, enumerating the same.

13. A complaint in ejectment, may state that the plaintiff was possesser of the land sought to be recovered, or that any other person was possessed of it, and that the defendant or defendants detain said land, and if possession thereof in the plaintiff be not avered, such complaint shall contain an averment, that the title of the person in whom possession is avered, hath come to the plaintiff. A widow may recover her dower in the same form.

14. A complaint in ejectment, may state that the defendant detains the lands of the plaintiff, to which he is entitled, under a grant from the society or other authority having power according to law, to grant land in the first instance, or from the defendant himself to the plaintiff, or to any other person who may be named in the complaint, and in the last case, the complaint shall contain an averment that the title of such person hath come to the plaintiff.

The allegation of possession, is sufficiently proved by proving title, unless some other person is proved to have been in possession, at the time at which it was important, to prove possession, in the plaintiff, or the person under whom he claims.

15. A complaint in ejectment may state that a judgment, to be recited in the complaint, was obtained against the defendant, that an execution issued thereon, and that the sheriff or the other proper officer, in pursuance thereof, sold certain lands of the defendants, to the plaintiff, or to any other person, and that the defendant detains the said lands. If the sale by the officer, is not alleged to have been made to the plaintiff, the complaint must also state, that the title of the person, to whom the sale was made, has come to the plaintiff.

16. When an action of ejectment, is brought against a tenant who holds over, it shall be sufficient for the complaint to state the lease or renting to the defendant, and that his time has expired. If the defendant be not the original tenant, or the plaintiff not the original landlord, the title of those parties to the action, who are not parties to the lease, shall be deduced in general terms from the lessor or lessee, as the case may require.

17. When an action of ejectment, is brought to recover property which has been leased, and the interest of the lessee or his assignee, forfeited by the non-payment of rent, it shall be necessary for the complaint, to state summarily the lease, the claims of re-entry, and the average of a year's rent, whereby the interest of the defendant is forfeited, and that notwithstanding such forfeiture, he detains the land. If the action be not between the original parties to the lease, the title of those parties to the action, who are not parties to the lease, shall be deduced in general terms from the lessor or lessee, as the case may require.

18. The complaint in an action of damages, shall state the injury complained of, and the fact that the plaintiff has sustained damages thereby; but it shall not be necessary to specify any amount of damages.

19. A complaint in damages to real property, must either state that the plaintiff at the time of the injury complained of, was possessed thereof, or that he was formerly possessed thereof, and had parted with the possession thereof, to be reinstated therein at some period, or upon the happening of some contingency, or it must aver the same facts as to some other person, and deduce title like a complaint in ejectment. But no person can maintain an action of damages, for an injury to real property done before his title to the same accrued. The allegation of possession, shall be sufficiently proved by showing title, unless some other person is proved to have been in possession at the time, at which it was important to prove possession in the plaintiff, or those under whom he claims.

20. A complaint in damages for an injury to personal property, must state that the plaintiff was the proprietor of the goods, which were the subject of the injury, or that he was possessed of them, and shall also state such injury, which may consist in taking, using, damaging, destroying, selling or detaining such goods, or in any act which may diminish the value thereof, or render the possession of them insecure.

21 A complaint in damages, for a personal injury to the person or reputation of the plaintiff, need only state the injury. If the injury complained of, be a malicious or improper suit, prosecution, or other legal proceeding, the complaint must shew that such suit, prosecution, or proceeding is at an end, and has terminated in favour of the present plaintiff.

22. A complaint in an action of damages, for an injury to the domestic relations of the plaintiff, must state the relation upon which it is intended to rely, the injury, and also that the plaintiff sustained damage thereby.

23. The plaintiff may once amend his complaint or withdraw it, and file a

new one at any time before the case is ready for trial, but he must pay the whole costs of the action, incured by both parties, up to the time of such amendment, and if he change his form of action, he shall lose the benefit of bail, if any has been given.

CHAPTER V.

Of the Answer.

1. The defendant may either deny the truth of the facts stated in the complaint, or he may deny that they are sufficient in law to maintain an action, or he may do both, and in so doing, he is not confined to any form.

2. If the defendant deny both the facts and the law, the question of law shall first be disposed of.

3. The defendant may file an answer to the complaint, setting forth new facts to excuse or justify his conduct, every such answer must be in writing, and must contain a distinct, intelligible and sufficient answer to the complaint, or to such parts thereof, as it professes to answer, or judgment shall be given for the plaintiff.

4. Every answer which is not a mere denial of the truth of the facts alleged in the complaint, or of the law assumed in the same or of both, must commence, 'The defendant denies the right of the plaintiff to recover, because,' and conclude, 'And this the defendant is ready to prove.' No other form is necessary.

5. Every answer must be filed within twenty days after the appearance of the defendant, provided that the complaint shall have been filed before the expiration of ten days from the said appearance, otherwise it shall be filed within ten days after the defendant shall have received notice of filing the complaint.

6. If no answer is filed as provided in the last section, the defendant shall be understood to deny the truth of the facts, and to rest on that defence only. Every answer may be once amended or withdrawn, and a new one filed, or an additional answer filed, but this must be done so as to produce no delay in the trial of the cause, and the defendant must pay all the costs of the action incured by both parties, previous to such amendment.

7. If the defendant have really several answers to the complaint, he may avail himself of them all, separating them by commencing each new answer with the words, 'And also because.'

8. No general denial, whether expressed or implied, shall ever be construed, in an answer or reply, to amount to an affirmation of any fact, such as payment, performance of a contract, inability of a defendant to contract, illegality of consideration, permission of the plaintiff, lapse of time, or other affirmative matter, of the intention to prove which, the other party ought in fairness to have notice. The fundamental principle upon which all complaints, answers or replies shall be constructed, shall be that of giving notice to the other party, of all new facts which it is intended to prove, whether they are consistent with the facts already stated to the court, or being inconsistant with the present existence of such facts, admit or imply their former existance, or show that existing, they can have no legal effect.

CHAPTER VI.

Of the Reply and subsequent Proceedings.

1. The plaintiff must reply to the defendant's answer, within ten days after he has notice that it is filed, or he shall be obliged to rest his case on the denial of the truth of the answer only, to be construed agreeably to the principles of the eighth section of the last chapter.

2. The plaintiff may in his reply, either deny the truth of the answer, or that it constitutes a sufficient answer to his complaint or both. But if he denies both, the question of law must first be disposed of. Such denial is to be construed agreeably to the principles of the eighth section of the last chapter.

3. The plaintiff may reply new facts, if he thinks proper to do so, subject to the rules laid down for answers. Such reply must commence, 'The plaintiff denies that the answer of the defendant is sufficient to prevent his recovery,' and conclude:—'And this the plaintiff is ready to prove.' No other form is necessary.

4. If the defendant choose to give any other answer, than the denial of fact or law to the reply, he may file a second answer, but this will seldom be necessary or proper; in like manner, the plaintiff may file a second reply, and so on, until one of the parties rest his case on a denial of the facts stated, or law assumed by the other party, or of both; such subsequent answers and replies, are subject to all the principles, rules and forms above laid down, such alterations being made in the forms, as circumstances may require.

5. Every answer and reply, must contain a distinct, inteligible and sufficient answer in writing, to the complaint, answer or reply to which it purports to be an answer or reply, or to such parts thereof as it professes to answer, and must not depart from the ground taken by the former answers or replies to the same party, or judgment shall be given for the other party.

6. If a party have really two or more sufficient answers or replies, to the answer or reply of his adversary, he may avail himself of them all, separating them by commencing each new answer or reply after the first, with the words, 'And also because.'

7. Amendments may be made in replies and answers, subseqnent to the first, upon the terms on which they may in the first answers and replies, and subsequent answers may be withdrawn, and others substituted upon similar terms.

CHAPTER VII.

Of Trial.

1. The trial of all questions of mere law, shall be by the court.

2. The trial of all questions of mere fact, shall be by a jury, if required by either party, and the value of the matter in dispute exceed twenty dollars, unless in cases where the court are expressly authorised or directed by law, to enquire into any matter of fact, not going to the final decision of the case.

3. The trial of all mixed questions of law and fact, shall be by jury, with the assistance, and under the direction of the court, unless where the court could try question, if one of mere fact.

4 A jury shall consist of twelve persons, who shall solemnly swear or affirm immediately before the trial, that they will well and truly, try the issue joined, between the parties, and a true verdict give according to evidence.

5. The opinion of the court, shall in all cases be the only evidence to the jury of the law of the land.

6. The amount of debt or damage shall, unless otherwise directed by law, be in all cases ascertained by a jury. The jury who try an action of replevin, when the goods are in the possession of the plaintiff, shall if they find a verdict for the defendant, ascertain the value of the goods.

7. The court shall try all questions and ascertain the amount of debt, and damages in all cases in which a jury is not required.

8. If in an action of enforcement, or in any other case, in which a judgment is stated in a complaint, the defendant deny the facts stated in the complaint, the court shall try the question, whether there is such a judgment or not, and their opinion on that subject, shall be conclusive upon the jury, if there is one.

9. It is the right and duty of the court, to expound to the jury all written evidence, procured in the course of the trial; but depositions and affidavits, although actually reduced to writing, are not to be considered as written evidence within the meaning of this section.

10. It is the right of the court, to decide on the admissibility of evidence, but when it is admitted, it is the right of the jury to decide upon its credibility and effect.

11. Consequently the court have no right to instruct the jury, that there is no evidence of any particular fact, if any evidence not written has been given in the case.

12. It is the duty of the court when applied to by either party, or by the jury, to instruct the jury upon any point of law which is important to the decision of the case; and the court may so far decide upon the effect of unwritten evidence, as may be necessary to enable them to ascertain whether a point, upon which instruction is asked, is important to the decision of the cause.

13. The court shall not instruct the jury upon any point of law, which has not a bearing upon the merits of the cause.

14. On the trial of an action for a malicious suit, prosecution, or proceeding, it shall be the right of the jury, to determine whether reasonable cause for such suit, prosecution, or proceeding existed or not, which they shall do by taking into consideration all the facts and circumstances of the case. The court shall only instruct them, as to what facts are requisite and proper to furnish a sufficient foundation in law for similar suits, prosecutions, or proceedings.

15. Either party may require the court to reduce its opinions and instructions to writing; and whenever an appeal is to take place, the whole evidence in the court shall be reduced to writing, and with the opinions and instructions, signed by the judges, shall be transmitted to the court, before which the appeal is to be heard.

16. The court may set aside the verdict or decision of the jury, and order a new trial, whenever it shall be proved that the jury or any of them have received a bribe, or have conversed otherwise than openly in the presence of the court, with any party to the suit, or agent of such party, on the subject of the trial, after being affirmed; or if any juryman was related to either of the parties, or to the wife of either of the parties, as father, son or brother, or had himself any pecuniary interest in the cause, or if the verdict shall be manifestly against the evidence, the law, or the legal instructions of the court, or if the debt or damages found by the jury, be greatly too much or too little, when compared with the evidence in the cause.

17. The court in awarding a new trial, may impose such terms upon the party in whose favor they award it, as to them shall seem just.

18. Every motion for a new trial, must be made within four days after the verdict, or if on the ground of the verdict being against evidence, law, or the

instructions of the court, or of a mistake in the amount of damages, within two days. Within one day after such a motion is made, it shall be the duty of the court to appoint a time for hearing it, which if the ground of the motion shall be such as, by the provisions of this section, would render it necessary to make the motion within two days after the verdict, shall be immediately, if the court have time—if not, it shall be at the next term.

19. When a verdict is set aside, it shall be the duty of the court to appoint as early a day, as conveniently may be, for a new trial.

20. Every question of law or fact, shall be disposed of at the term at which it is raised, unless the court are prevented from disposing thereof by want of time, or are satisfied by affidavit or other sufficient evidence, that the ends of justice require a postponement, and that the necessity does not grow out of the misconduct or negligence of the party applying for the postponement.

CHAPTER VIII.

Of Courts.

1. Every court shall consist of one or more judges, and shall have a clerk, and a seal.

2. Every act of a court unless otherwise directed by law or rule of court, shall be authenticated by the signature of the clerk, and the seal of the court.

3. It shall be the duty of the clerk of every court to keep a docket, or list of the cases pending in the court; which shall exhibit all the proceedings taking place in the cause. To take charge of all records and papers, and on payment of his fees, give copies of them whenever required, to sign all writs and other acts of the court, and to do such other duties as may be required of him by law, or rule of court.

4. It shall be the duty of every court, at each term or session, to dispose of all questions of mere law depending before them, and then to cause a jury to be provided to try questions of facts and mixed questions.

5. Every court shall have power to cause to be arrested and brought before them by writ of arrest, or otherwise, any person who may interrupt or disturb its proceedings, resist the execution of a writ or writs issued by its authority refuse or neglect to obey its lawful summons, or that of the sheriff to attend upon its sitting, or refuse or neglect to perform the duties, for the performance of which any such person may have been summoned, or who being summoned and having appeared, shall depart from the court without leave. But this section shall not be construed to extend to defendants in actions, who may disobey a summons, in cases in which a writ or arrest is not expressly authorized against them in the second chapter.

6. When any person is brought before the court under the last section, it shall be lawful for the court to punish him or her by fine and imprisonment, or otherwise in the discretion of such court.

CHAPTER IX.

Of Juries.

1. Every jury shall be composed of twelve jurymen, the consent of the whole of whom, shall be necessary to a verdict.

2. Every jury, shall on the demand of either party, be chosen in the following manner. Twenty four names, of persons qualified to be jurors in the case, shall be put into a box, and twenty of them drawn by lot, each party may strike four from the list, and the remaining twelve shall try the cause, should the parties strike the same persons, the court shall reduce the number to twelve.

3. The foreman of every jury, shall be appointed by the court.

4. The foreman of every jury, shall deliver their verdict, but any party to the action, may demand the opinion of each jury man, in order that he may ascertain if the verdict is unanimous.

5. Every juryman, immediatey before the commencement of the trial, shall make a solemn promise or affirmation, to the effect prescribed in .the fourth section of the seventh chapter; or else that he will well and truly inquire of the debt due to,——or the damages sustained by the plaintiff. The latter form applies to inquiries after judgment by default or otherwise.

6. No person can be a juryman in any case in which he has directly or indirectly, a pecuniary interest, or in which any ancestor, descendant, brother or sister of his, or his wife, or the husband or wife of any such ancestor, descendant, brother or sister, has, directly or indirectly, such interest, or in which any uncle, aunt, nephew, niece, or first cousin of himself or his wife, is a party or wife to a party, or in which he has acted as agent or assistant, in any way for either party, or on the merits of which he has expressed any opinion, or in which he has previously acted as a juryman or arbitrator. Either party may object to the name of any person, disqualified from serving by this section, being put into the box, and the facts, if denied, may be proved by the oath of the juryman proposed, or by any other sufficient evidence. The court may also exclude a person from serving on a particular jury, for any reason which in the opinion of triors, affects his impartiality, or on his own application may for similar reasons excuse him. But in cases of exclusion, except for the specific causes above mentioned, the court shall, if required so to do by either party, cause three persons qualified as jurymen in the cause to be chosen as triors, in the manner following: that is to say, the court shall nominate nine persons, whose names shall be put in the ballot box and seven of them drawn and entered on a list, each party shall strike two from the list, and the remaining three shall try the impartiality of the juryman without appeal, should the same persons be struck by both parties, the number shall be reduced to three by the court. But if a juror is admitted to try a cause without objection or after a trial by the court, or by triors, the verdict shall not be set aside, on account of any disqualification in him to serve on the jury, not mentioned in the fifteenth section of the seventh chapter.

7. If after the list of a jury is made out, it shall appear that the whole twelve, are not present, or one or more of them shall prove not to be lawful jurors, the court may nominate five persons qualified as jurors in the cause, for each juryman wanting, the names of such persons shall be put into the ballot box, and three for each juryman wanted drawn, and written on a list, from which each party may strike one third of the names thereon, and the remaining third shall be the jurymen. The court may nominate persons whose names have been before in the box and not drawn, but not a person whose name has been stricken from the list by either party in the same cause.

8. In all cases where a party refuses or neglects to strike a name or names from any list, the court may do it for him.

9. Every juryman must be twenty-five years old, of good moral character.

10. Every jury must be kept together, from the time at which they are affirmed, until they render a verdict, without communicating with any person, except the constable sworn to attend them, unless the court dispense with any part of this section. A jury may, notwithstanding, have food, water, light, and such other necessaries as the court may direct.

11. If the court are satisfied that there is no prospect of the jury agreeing, they may be discharged and a new trial awarded.

12. The jury may always find the facts specially and refer the law to the court. If they disagree upon the amount of debt or damages, they may report to the court the opinion of each juryman, and the court may ascertain the amount.

13. The sheriff shall cause twenty four qualified jurymen, to attend at each term of every court, having original jurisdiction, to be summoned as equally as may be from the several townships, within his jurisdiction, and in rotation in each township. If from any cause any particular juryman, shall be disqualified from serving in a particular case, or shall be absent, the place of his name, may be supplied in the ballot box by that of any person qualified to serve as jurymen in the case, without reference to townships or rotation. The persons whose names are substituted for those of others, shall be called additional jurymen, and shall be summoned by the sheriff before their names are put into the box. Their service in a particular case, shall not be accounted instead of their service in rotation.

CHAPTER X.

Of the general rules of Evidence.

1. It shall be the duty of every party alleging the existence of any fact to prove it. The burden of proof rests on the party who maintains the affirmative, except in special cases.

2. Where a party charges another with a culpable omission or breach of duty he shall be bound to prove it, although it involve a negative. Every man shall be presumed to be innocent until the contrary is shown.

3. Where the facts lie peculiarly, within the knowledge of one party, he shall be held to prove the negative.

4. When the fact alleged, is the life of any person, if he be shown ever to have existed, the party denying his continued existence, must show his death. But death shall be presumed from an absence of seven years, during which no account can be given of the absentee.

5. The legitimacy of every person is presumed.

6. Marriage is presumed, whenever the parties have lived together as husband and wife.

7. It is sufficient if the allegations of a party, are substantially proved.

8. The best evidence which the case admits of, must always be produced; that is, no evidence is sufficient, which supposes the existence of better evidence.

9. A copy is not evidence, unless the original is proved to be lost, or to be in the possession of the opposite party, who has received notice to produce it, or unless it be a copy of some record or other public document.

10. Hearsay is not evidence, except in particular cases.

11. Hearsay from deceased persons, of ancient facts, of which they, from their situations, were likely to have knowledge, such as marriages, births, deaths and pedigrees, may be received as evidence; but it is evidence of a low grade.

12. General reputation, is evidence of general character, of marriage, of legitimacy, of death, of a man, having filled or filling a public office in which he has publicly acted.

13. All admissions, made by a party himself, or by any agent of his, acting within the scope of his authority are evidence.

14. Whatever has been said by a party himself, is evidence against him.

15. Every agent for the conduct of a cause, shall have authority for making admissions in that cause.

16. The admission of every other agent, in any matter under his control as agent, shall be evidence.

17. Where several parties, have a joint interest, the common interest being proved, the admission of one is the admission of all, but the common interests, cannot be proved by the admission of one or more against those not joining in such admission.

18. All admissions must be taken altogether, the whole document or conversation must be given in evidence, and will be evidence of all qualifications, exceptions and denials contained therein, and of all facts connected with the question stated therein, but evidence may be given of the falsehood of any statements so made. But no document or conversation, can be made evidence by the other party proving any other document or conversation, not refered to, in the document or conversation, first proved.

19. No declaration of any party shall be evidence in his favor, except in the case provided for in the tenth section of the fourth chapter, in the cases provided for in the last section, and such other as may be provided for by law.

20. The directions given, or other words spoken by any person or persons, during the transaction of any matters, are not to be regarded as hearsay, or as the declarations of a party, they may be proved as facts.

21. The admissions or declarations of any person, under whom a party to a cause derives title, to any property in dispute, in such cause, touching such title or property, made, while the interest of such person in such property continued, shall have the same effect as if made by such party.

22. Printed histories, shall be evidence of notorious public historical facts.

23. Foreign laws are facts, and must be proved like other facts.

24. If a book, pamphlet, paper, painting, or drawing, engraving, etching of other article, shall be sold in an office or shop, where such articles are usually sold, the person for whose account the business of such office or shop is carried on, shall be presumed to have sold such book, pamphlet, paper, painting, drawing, engraving, etching, or other article, until he remove that presumption by contrary proof.

25. Every conversation to which any person was a party, or which was carried on in his presence or hearing, shall be evidence against him, subject to the qualification in the eighteenth section, (in this chapter,) and to the sound discretion of the jury in the application of this rule.

26. The possession of any property, is evidence of title thereto, until the contrary be shown.—Where the actual possession of property is vacant, it shall be deemed to be in the possession of him, who may be the right owner. Yet he may wave this constructive possession and treat it as if in the possession of any other person, who may claim it.

27. All evidence must be relevant to the issue, that is, must have a tendency

to establish the truth or falsehood of the allegations, and denials of the parties. But in actions for the injuries enumerated in the fifty-ninth section of the first title, it shall be lawful to give evidence of any fact which has a tendency to explain the situation, circumstances or motives of the parties, in aggravation or mitigation of damages, although not properly relevant to the issue.

28. Evidence is divided, into written evidence and oral testimony.

CHAPTER XI.

Of Written Evidence

1. Written evidence, comprises judgments, verdicts, and other records, deeds, conveyances, wills, bonds, notes, agreements, entries in books, and other similar documents;—it does not include depositions taken, to be used in a cause, although reduced to writing.

2. All verdicts, judgments, and other records, and all wills, and other documents, which have been recorded in pursuance of any law, and all documents, lawfully deposited in any public office, may be proven by producing copies of such documents or the records thereof, authenticated by the signature of the proper officer, and by his seal of office, if he be required by law to have one. The acts of any court required by law to have a seal, must be authenticated under such seal.

3. All other writings must be proved by the production of the originals, unless in the cases provided for in the ninth section of the last chapter, or in other laws.

4. The loss of documents, or its delivery to the other party, may be proved by the oath of a party to the cause, or other interested witness.

5. Hand-writing must be proved by the oath of a person acquainted with the hand-writing of the party, whose it is alleged to be, either from having seen him write, or corresponded, or transacted business with him; or it may be proved by comparison with undoubted writings of his,—proved not to have been written after the dispute arose, or under other suspicious circumstances

6. By suspicious circumstances, are meant any circumstances, likely to induce a party to deviate from his usual mode of writing, or to cause it to be changed involuntarily.

7. Acts of the Legislature, whether private or public, may be given in evidence from books printed by authority.

8. Foreign laws must in general be proved like other facts, but the printed laws of the United States, and of each of them, published by authority, shall be evidence.

9. The written laws of other countries, must be proved by copies attested in the most solemn manner usual in such countries; and proof must be given as to what is the most solemn manner used in such countries.

10. The judgments of foreign courts and foreign records, must be attested in a similar manner.

11. Acts of the Legislature and foreign laws, shall be admissible evidence against all persons whatsoever.

12. Verdicts and judgments, shall be admissible evidence against all parties thereto, and those claiming under them.—They shall not generally be evidence against any other parties, except for the purpose of shewing their own existence.

13. Where a verdict or judgment, has been rendered against any person in consequence of any act or omission of another person, such verdict or judg-

ment, shall be evidence against such other person, in an action by the original defendant to prove its own existence and the amount of damages sustained.

14. A verdict on which no judgment has been given, shall not be evidence.

15. A legal judgment shall be evidence, although not founded upon a verdict.

16. A foreign judgment is evidence, in the same manner as a domestic one, its existence having been first proved and also the existence of the law upon which it is founded. But no proof need be given of the law of nations.

17. A judgment of a foreign prize-court, is not conclusive evidence of any act whatever, but it is some evidence.

18. A foreign judgment in a case in which the defendant did not appear, although a party thereto, shall be no evidence against him. But if any person have appeared for his interest, it shall be evidence, unless he shows that the appearance was without his authority.

19. A verdict or judgment, shall be evidence against the party who succeeded in the original action, or those claiming under him, in favor of any person whatever, but it shall not be evidence against the party who failed in the original action, unless it would be also evidence against the party who produced it as evidence.

20. A verdict and judgment in ejectment shall be evidence, but not conclusive evidence of title, but two verdicts in actions between the same parties or those under whom they claim, in favor of the same side, shall be conclusive, unless it is shown that there has been a verdict and judgment the other way, and even in that case, three similar verdicts and judgments shall be final and conclusive.

21. Other verdicts, and judgments, and sentences and decress of courts of competent jurisdiction, are final and conclusive evidence upon the same matter, and some evidence to prove any other fact which comes in question in another cause, which they may have any tendency to prove.

22. In all cases where the judgment of a court of limited jurisdiction, or a foreign court, is relied on in evidence, the jurisdiction of such court, must be proved to extend to the case in which the judgment was given.

23. A will regularly admitted to proof, by a court having jurisdiction to do so, is evidence against all mankind, unless in a proceeding instituted for the purpose of setting aside such will or the probate thereof.

24. Letters, testamentary, and of administration, may be read in evidence in all cases whatever, until they have been regularly revoked.

25. Deeds and other writings, shall be evidence against all parties to them, and shall also be evidence of the transfer of all titles or rights transferable by them, against all mankind.

26. A memorandum made by a deceased disinterested person, in the ordinary course of his business, shall be evidence.

27. If a party desire to give in evidence any document, in possession of his adversary, he shall give him reasonable notice to produce it, and the court shall have authority to decide whether the notice is reasonable. But where the proceedings in the cause give notice that one party means to charge another with the possession of an instrument, no other notice shall be necessary.

28. When an instrument is produced under such a notice, the party who requires it, must prove the hand-writing of the party subscribing it, unless where the party producing it claim title under such deed or other instrument.

29. If the party to whom the notice has been given, to produce a deed or other instrument, neglect or refuse to do so, and do not prove that it is not in his power, he shall be taken to admit its authority, and its contents may be proved by a copy, or by the testimony of witnesses.

30. If the party to whom notice has been given, to produce a deed or other

instrument, shall not produce it, its contents may be proved by a copy, or by the testimony of witnesses.

31. If a party to a cause is fraudulently in possession of an instrument, which does not belong to him, no notice to produce it is necessary, and the contents may be proved without such notice.

32. If a deed or any document, which is wanted to be given in evidence, is not in the power of either party, the party wanting the same, may have a writ of summons directed to the person having custody thereof, requiring him to bring such deed or other document with him to court. Which writ may be enforced in the manner herein before provided for in the sixth section of the seventh chapter.

33. Either party may examine the other upon oath, as to whether any instrument or signature is in his hand-writing, either before or at the trial. If any party refuse or neglect to answer an interogatory to that effect, it shall be considered an admission that it is his hand-writing.

34. If any party shall on such examination, deny that the hand-writing is his, and the instrument has the name of a subscribing witness annexed to it, such witness must be produced, or his absence accounted for, by showing his death, or removal beyond the process of the court, or other fact rendering his attendance impracticable, and in that case it shall be necessary to prove both his hand-writing and that of the party. But if the instrument be produced under a notice, this section shall not apply to the case.

35. When an instrument has been produced under a notice, or the party has not denied on oath that the instrument or signature is his hand-writing, or when there is no subscribing witness, it shall be sufficient to prove the hand-writing of the party. But if reasonable notice has been given to prove the hand-writing of the subscribing witness as well as of the party it must be done. The court shall judge of the reasonableness of the notice.

36. A document more than thirty years old, which is proved to have been found in the possession of a person who may reasonably be supposed to have been possessed of it, supposing it to be genuine, and which is attended by no circumstance tending to throw suspicion over it, shall be deemed to prove itself.

37. It shall be the right of the court, to expound all written evidence.

38. No testimony can be received to explain any instrument of writing, as to any doubt or ambiguity apparent on the face of it, but if in consequence of the introduction of testimony relative to persons, things or other matters mentioned in any instrument of writing, a doubt arises, such doubt may be cleared up by testimony.

39. No testimony shall be received, to prove that the terms of any written contract or other instrument were different from those therein stated, but testimony may be received to shew that an instrument is ficticious or fraudalent, and testimony may also be received to show that there was an additional consideration, or other stipulation not inconsistent with the terms stated in the instrument.

CHAPTER XII.

Of Oral Testimony.

1. Oral testimony, is the detail given on oath by living witnesses, of their knowledge of facts.

2. It shall be the right of the court to decide on the competency or admissibility of oral testimony, and of the jury to judge of its credibility and effect.

3. All oral testimony shall be admissible, which is delivered by a competent witness, and from which the human mind can properly draw any inference, having a bearing on the case.

4. Every witness shall be considered as competent, who cannot clearly be shewn to be incompetent. All objections not absolutely and directly going to competency, shall go to credibility only.

5. Every person shall be a competent witness who is not rendered incompetent, by defect of understanding, defect of religious belief, defect of moral character, through infamy, interest in the case, or relation to one of the parties.

6. No person shall be deemed an incompetent witness by reason of a defect of understanding, who is able to give an account of the nature and obligation of an oath. It shall be the duty of the court to examine all children under twelve years old, as to this matter, before administering an oath to them.

7. No person shall be deemed an incompetent witness by reason of a defect of religious belief, except one who does not believe in a future state of rewards and punishments.

8. No person shall be deemed an incompetent witness by reason of a defect of moral character, or through infamy, except one who has been convicted of perjury, or any crime specified in Part 1st, page 12 sec. 5.

9. No person shall be deemed an incompetent witness on account of an interest in the cause, except he be a party thereto, or bail, or otherwise security in the cause, for the party who calls him, or be answerable over to such party, or be responsible for the costs, or a part of them, or except the verdict or judgment can be given in evidence against him, or except he has an interest in the plaintiff's claim, or other thing in dispute. If he can be shown to have an equal interest on both sides, he shall not be deemed disqualified on either.

10. No person shall be deemed incompetent on account of relationship to a party, except the relation be that of a husband and wife, or except the witness be under twelve years of age, and be the child of the party, or reside with him under his care.

11. The persons described in the exceptions in the last five sections, shall be deemed incompetent witnesses.

12. Where a witness is incompetent from interest in the cause, he may be called and examined by the party against whom he is interested. Where a witness is incompetent, from interest, because he is bail, or surety, another sufficient surety may be substituted, and he discharged, to restore his competency.

13. A party to the cause, shall not be called and examined as a witness at the trial, unless to prove his own hand-writing, or the loss or delivery of a paper, or in some other case specially provided for by law or by consent of all parties. But he may be examined on interrogatories in writing, filed in court, and a copy served on him, not less than ten days before the trial, and unless he file his answers in writing verified by oath, before the jury is affirmed, he shall be taken to admit the truth of all suggestions contrary to his interest, contained in the interrogatories. If he files answers, they and the interrogatories must be read to the jury. A party against whom interrogatories are filed, may within two days afterwards; file interrogatories, and serve a copy on the other party, which shall have the same effect as if they were served ten days before the trial; unless the court shall be of opinion, under the special circumstances of the case, that such effect would work injustice. The case may however, be postponed until such interrogatories are answered. If the court shall be of opinion that the answers to any interrogatories filed by any party, are defective or evasive, they may, in their discretion, require such party to be sworn in their presence, and examined as a witness at the trial, provided the other party agree thereto; and may permit the other party, to abstain from reading them.

whether the person giving written answers, shall be so examined or not.

14. The incompetency of a witness by means of a defect of the understanding, must be proved by examination, by the court.

15. The incompetency of a witness by reason of a defect of religious belief, may be proved by the examination of the court, or by witnesses.

16. The incompetency of a witness by reason of a defect of moral character, must be proved by the record of his conviction, and by testimony of his identity.

17. The incompetency of a witness on account of interest, may be proved by his own oath, or in any other manner.

18. The incompetency of a witness on account of his relation to the party, may be proved by the oath of the witness, the oath of the party, or in any other manner. For that purpose a party may be examined at the trial.

19. The resorting to any one mode of proof to establish the incompetency of a witness, shall not preclude the party from resorting to any other.

20. The competency of a witness who is incompetent from interest only, may be restored by releasing or assigning, or offering to release or assign his interest in the matter, which disqualifies him, or by the parties releasing their claims upon the witness, or by offering to do so, and the witness refusing their release.

21. An interest acquired by a witness to disqualify himself, shall not produce that effect.

22. A witness shall be compellable to answer every question which may be asked him, unless he will swear that his answers may subject him to punishment, other than a pecuniary fine, or unless he be the confidential agent of one of the parties in the case, and the question be one which such party himself, could not be compelled to answer, and the witness have no knowledge of the subject, but what is derived from the confidential communication of the party.

23. A witness must generally be examined in the presence of the court and jury, if possible.

24. Either party may at any time, if he is fearful of losing the testimony of a witness, cause the testimony of such witness to be taken and reduced to writing by a justice of the peace, either in the presence of the opposite party or his agent, or after having given reasonable notice of his intention to do so. The court shall decide what is reasonable notice, according to the circumstances of the case, which, however, shall be never less than twenty-four hours.

25. If a witness resides, or is out of the colony, and a party desires to obtain his testimony, he may file interrogatories in writing, and an application for a commission to some place to be named; naming his commissioner, and serve copies thereof on the opposite party; who shall thereupon within four days file cross interrogatories in writing, and name his commissioner; in default thereof, the commission shall issue to the commissioner of the first applicant, and shall be forwarded without cross-interrogatories. A commission may by consent be issued to one commissioner.

26. It shall be the duty of any commissioners, appointed under the last section, to reduce to writing the depositions and answers on oath of all witnesses, who may appear before them, and send them carefully sealed up, to the court.

27. If the witness reside in a country, where the execution of commissions is not allowed, the court may send interrogatories and cross-interrogatories, with a letter rogatory, addressed to the proper authority, requesting such authority to take the depositions and answers of the witnesses.

28. Depositions taken out of court, can only be used when the witness cannot be produced in court.

29. Leading questions, that is, such as instruct the witness how to answer, shall not be asked.

30. A witness shall depose to such facts only, as are within his own knowledge and recollection.

31. A witness may refresh his memory by reference to a written memorandum made by himself, or made by another, and examined by himself, while the occurrences mentioned therein were still recent.

32. A witness shall only depose to facts, not to opinions, except in cases of science, or peculiar knowledge which he may possess, from his peculiar studies, occupation, or pursuits; and except in questions of general character.

33. On cross-examinations, leading questions may be put.

34. A witness may be cross-examined as to all matters touching the cause, or likely to discredit himself; but he shall not be asked irrelevant or hyperbolical questions, for the mere purpose of entrapping him.

35. The credibility of a witness, may be impeached, by giving of his general character, or by showing his conviction of particular crimes, producing the record of conviction; but not by proving particular allegations, not before that time judicially established.

36. The credibility of a witness, may be impeached by showing that he has contradicted himself, either in or out of the court.

37. When the testimony of a witness, is attempted to be impeached, his former statements may be given in evidence to corroborate his testimony. This rule does not apply to a witness who is also a party.

38. A party shall not impeach the credibility of his own witness, who is not also a party, although he may contradict him, by the testimony of other witnesses, or by documentary evidence.

39. The court or the jury may, for their own satisfaction, inquire into the credibility of the witnesses on either side.

CHAPTER XIII.

Of Oaths and Affirmations.

1. Parties in action, where an oath is required of them, and witnesses, shall be sworn in the manner hereinafter directed, unless where the court shall be satisfied that the person is conscientiously scrupulous of taking an oath on any occasion; in which case his solemn promise or affimation shall be substituted for an oath.

2. Jurymen, triors, appraisers, commissioners, interpreters, who are civilized men, and all other persons who are presumed to be selected on account, in part, of respectability of character, shall only be required to give a solemn promise or affirmation that they will perform their respective duties.

3. When it is necessary to employ an uncivilized man, to interpret a language spoken by uncivlized men, he must be sworn.—All natives of Africa, who are not Christians, Jews, or Mahomedans, are to be considered uncivilized.

4. The manner of administering an oath to all persons, shall be such as those of the religious persuasion, profession, or denomination, of which such person is one, generally esteem the most effectual confirmation, by the attestation of the Divine Being; and all persons holding it unlawful to take an oath on any occasion, shall be allowed to make their solemn promise or affirmation, to be of the same avail as an oath, in all cases whatever, the court being satisfied of the reality of their scruples.

5. Oaths shall be in the following form, unless where a different one is required, by the principles of the last section: You do solemnly promise and swear, in the presence of the Omniscient, and heart-searching God, that [*here insert*

the substance of the promise,] as you will answer the same to the Great Judge of quick and dead;' to which the person sworn shall assent, putting his right-hand on the book and kissing it.

6. The form of a solemn promise or affirmation shall be: 'You do solemnly and sincerely promise and affirm, that' [*here insert the substance of the promise.*

7. The oath or affirmation of a witness shall be—'that the evidence, which he shall give to the court *and jury*, in the matter now depending before them, shall be the truth, the whole truth, and nothing but the truth!' Where the evidence is to the court alone, the words 'and jury' shall be omitted.

8. Where the witness is a party, or only examined to ascertain his competency, the oath or affirmation shall be—'that he shall true answer make to all such questions as shall be asked him by the court or its authority.'

9. The promise of a juryman impannelled to try a question of fact, other than the amount of a debt, or of damages, shall be—'that he will well and truly try the *issues* joined between A. B., plaintiff, and C. D., defendant, and a true verdict give, according to the evidence.' If there is but one *issue*, that word shall be in the singular.

10. The promise of a juryman impannelled to ascertain the amount of a debt, after an imperfect judgment, shall be,—'that he will well and truly try and assess the debt, due by the defendant to the plaintiff.'

11. The promise of a juryman impannelled to ascertain the amount of debt or damages, after an imperfect judgment, shall be—'that he will well and truly try and assess the *debt due by the defendant to the plaintiff*, in the action in which A. B. is plaintiff, and C. D. is defendant;' except in an action other than one of debt, the words '*damages sustained by the plaintiff,*' shall be substituted for the words '*debt due from the defendant to the plaintiff.*'

12. The promise of a juryman impannelled to ascertain the value of goods in replevin shall be—'that he will well and truly try and ascertain, the value of the goods in question in an action of replevin, wherein A. B. is plaintiff and C. D. defendant.'

13. The whole jury may be affirmed at once.

14. The court may combine or otherwise accommodate the preceding forms of the promise of a juryman, to suit the peculiar circumstances of particular cases.

15. The promise of a trior shall be—'that he will well and truly try whether A. B. stands indifferent between the parties in the cause now depending before the court.'

16. The promise of an appraiser, shall be—'that he will well and truly value and appraise, all articles which he shall be required to value and appraise, during the present service, according to the best of his skill and knowledge.

17. The promise of a commissioner to take testimony, shall be—that 'he will, according to the best of his skill and knowledge, truly, faithfully, and without partiality to any person, take the examinations and depositions of all and every witness produced and examined before him.' In cases of commissions to be executed out of the colony, it shall be sufficient for the commissioners to subscribe this promise.

18. The promise of a clerk to a commissioner, where there is one, shall be—'that he will truly, faithfully, and without partiality, take, write down, and transcribe, the depositions and examinations of all and every witness examined, before the commissioners named in the annexed commission, so far forth as he is directed and employed by the said commissioners, or any of them, so to do.' In cases of commissions, executed out of the colony, it shall be sufficient either for the clerk to subscribe this promise, or for the commissioners to certify that he was duly affirmed.

19. The promise of a commissioner of bail, shall be—that 'he will truly, faithfully, and without partiality, execute the office of commissioner of bail.'

20. The promise of an interpreter, shall be—that 'he will truly, faithfully, without partiality, and to the best of his skill and ability, perform the duty of an interpreter in the cause now depending before the court.'

CHAPTER XIV.

Of certain incidental Proceedings.

1. Where goods have been replevied; or goods or other property, taken out of the possession of the defendant, under the provision of the thirty-fifth section of the second chapter; it shall be lawful, for the defendant to move for a return of such goods or other property; and the court shall proceed, without the aid of a jury, to hear such motion, after reasonable notice to the parties, of the time of hearing; and if it shall appear to the court on examining witnesses or other evidence, that the defendant in replevin, did not acquire possession of the goods replevied by force or fraud, or that the plaintiff in specific performance or enforcement, is not entitled to the possession of the property under the contract, sought to be enforced in the action, the court may order a return of the property, without prejudice to the final decision of the cause.

2. Whenever goods taken in replevin, are returned under the last section, the defendant shall give security, to be approved by the court, that he will return the goods to the plaintiff, if the court shall so direct.

3. Whenever goods shall have been attached, which are of a perishable nature, or expensive to keep, the court, or any judge thereof, may, on the application of any party interested, order a sale of such goods, and a writ of sale to be issued.

4. Whenever an answer, verified by oath, is filed in injunction, the defendant may move for a dissolution of the injunction, and the court shall fix a day for the hearing of the same, giving reasonable notice thereof. It shall be heard in a summary way, without a jury, and the court may dissolve the injunction, without prejudice to the final decision of the cause.

5. Whenever a party shall die, or assign his property for the benefit of his creditors, his legal representatives shall be made a party in his stead; and if such legal representative will not voluntarily appear, and prosecute or defend the cause, the other party may issue a summons for such legal representative, and if necessary, a re-summons; and on a return of summoned, or any return to a re-summons, if such legal representative still refuse or neglect to appear, judgment by default may be entered against him. Any person may inform the court of the death of a party. The provisions of this section, shall not extend to actions for personal injuries, nor to cases in which, by the death of one of several co-parties, his interest in the matter in dispute, in the cause passes to his co-parties. When the action for a personal injury, is by or against a man in respect of personal injury, committed by or against his wife, the action will survive to or against his wife, and she may be made a party in the place of her husband, either voluntarily, or in the manner above directed.

CHAPTER XV.

Of Arbitrations.

1. It shall be lawful for the parties in any action, at any time before verdict or judgment, or for any persons having a dispute, not yet made the subject of an action, to apply for a rule of court, to refer such action or dispute to arbitrators, which rule shall be made, if the court are satisfied that all the parties concerned have consented.

2. The arbitrators named in the rule, may be one, two, or three in number; if two, they shall have power to choose a third.

3. Arbitrators appointed by rule of court, shall have the same authority to summon witnesses, examine them, and administer oaths and affirmations, as the court, making such rule. They may also direct the clerk of such court, to issue commissions to take testimony to be used before them, and may enforce their summons, and compel the answers of witnesses, by writ of arrest and fine, associating with themselves, for these purposes only, a justice of the peace, who shall sign such writs and orders for fine. Such fines may be enforced by action of debt, in the name of the colony, unless paid without compulsion.

4. Arbitrators may dispose of all questions of costs of the action or arbitration, as incident to their authority, and may make any award which the court can enforce by a judgment.

5. The award must be in writing, and signed by the arbitrators, or a majority of them.

6. The award shall be evidence of all facts stated in it, against all the parties to the arbitration, and shall be conclusive, after a judgment shall have been entered upon it. It shall then be equal to a verdict.

7. Every thing shall be presumed to support the award, until the contrary be proved.

8. No judgment shall be entered on an award, until four days after the party against whom it is rendered, has been served with a copy thereof.

9. Either party to an award, may file his objection in writing, at any time before a judgment is rendered thereon.

10. The objections may be, either corruption in the arbitrators, gross partiality, want of notice of the time and place of proceeding, or error in law, apparent on the face of the award. In all cases except in the last, the objection must be verified by affidavit.

11. The court shall appoint an early day for hearing such objections, giving reasonable notice to the parties; they shall be heard in a summary way, without a jury, and decided by the court upon the evidence adduced. The court may either confirm the award, or set it aside, as they may deem just; and, if they set it aside, may send it back to the same or other arbitrators, with or without instructions; or may cause the case to be tried by a jury.

12. Whenever a case shall present complicated accounts, not fitted to be unraveled by a jury, the court may, without consent, refer them to arbitrators as aforesaid; but in such cases, the award shall state the particulars of the account on both sides, and whether allowed or rejected by the arbitrators; and either party may except to the allowing or rejecting any item; which exceptions, if required, shall be tried by a jury.

13. The court shall in such case give such judgment, as may be proper, taking into view both the award and finding of the jury.

14. If no objections or exceptions, are filed to an award, it shall be confirmed of course.

15. Whenever an award is confirmed, final judgment shall be rendered thereon, as soon as may be.

16. Any person may refer any dispute between them to arbitration, in any manner they may think proper; but unless it be done agreeably to the previous provisions of this chapter, the award shall not be the foundation of a judgment, without a new action. Such reference shall be irrevocable, unless by consent of both parties.

17. An action of debt, shall lie on an award for the payment of money only. An action of contract or specific performance, on any other award.

18. In any action brought upon an award, every thing shall be presumed in favor of the award, the reference and the signatures of the arbitrators, being first proved, and the award shall be evidence of all facts stated in it, although liable to be contradicted by other evidence.

19. An award not made in pursuance of a rule of court, shall in all cases be evidence of its own existence, the reference and signatures of the arbitrators, being first proved, and in all cases every thing shall be presumed to support it. It shall be some evidence of facts stated in it against the party in whose favor it is given, and also against the other party, in a contest between them, although liable to be contradicted by other evidence.

CHAPTER XVI.

Of imperfect Judgments and Proceedings after them towards final Judgment.

1. An imperfect judgment, is given when the court, although they see from the proceedings, that one party is entitled to succeed in the case, are not yet informed as to the extent of his right of recovery.

2. Imperfect judgments, are either by default, by confession, or on questions of law, or after an imperfect verdict.

3. Judgments by default, are given in the case provided for in the second chapter, or other parts of this abstract; and whenever a party formally abandons his claim or defence, and refuses to prosecute his case, or to resist the claim of his adversary before a jury is affirmed; after the jury is affirmed there must be a verdict. A plaintiff may, before the jury is affirmed, abandon his claim, reserving, expressly his right to renew his action.

4. Judgments by confession are, where either party confesses that the other is right, and that he is wrong. If the confession stops there, the judgment must be imperfect, but the parties may go on and ascertain the debt or damages, and costs also by confession, and in that case a final judgment shall at once be given.

5. Judgments on questions of law, are given when any action has been decided by the court without a jury, either because the case presented no questions of fact, or because it turned solely upon the existence of a record.

6. Judgments after an imperfect verdict, are given either after a special verdict, in which the jury have neglected to find the debt or damages, or the jury shall have reported their opinions as to the amount of debt or damages to the court, under the provision of the twelfth section of the ninth chapter; and also in all actions of special performance.

7. The form of an imperfect judgment, except in injunction, shall always be —'The court adjudge that the plaintiff is [*or is not*] entitled to recover.'

8. The form an imperfect judgment in injunction may be either 'The court adjudges that the injunction ought to be made perpetual,' or 'The court adjudges that the injunction ought to be dissolved.' If the injunction have been once dissolved on motion, and the court on the final trial should think that it ought to be renewed, the imperfect judgment may be—'The court adjudges

that the injunction ought to be renewed and made perpetual.' If the court shall in any way modify the original injunction, they may modify the imperfect judgment to suit the circumstances of the case.

9. In case of an imperfect judgment for the plaintiff, in an action of debt, in which there is a written instrument or instruments, ascertaining the amount of the debt, or in an action of replevin, where the goods, at the time of the imperfect judgment, are in the hands of the plaintiff, it shall be the duty of the court to ascertain the debt or damages to be recovered from the defendant.

10. In all other actions of debt or replevin, and in all actions of contract or damages, it shall be the duty of the court, except in the cases hereinafter otherwise provided for, to cause a jury to ascertain the debt or damages.

11. In all actions of replevin, where the goods are in the hands of the plaintiff, and the judgment is for the defendant, the court shall cause a jury to inquire into the value of the goods, if the defendant demand such enquiry, or by consent of parties, the court may ascertain such value themselves.

12. In all cases whatever, it shall be the duty of the court to ascertain the costs, and consequently to complete all judgments for the defendants.

13. In actions of specific performance and injunction, where the plaintiff has recovered, it is the duty of the court to ascertain what is the injunction which ought to be made perpetual, or to what specific performace the plaintiff is entitled; as well as to ascertain the costs, and consequently to complete all judgments in these actions.

14. As there are ordinarily no damages in ejectment, it is the duty of the court to complete all judgments in that action, except in the case provided for in the next section.

15. It shall be lawful for a plaintiff in ejectment, who has succeeded in obtaining a verdict or an imperfect judgment, to file a petition to the court, praying that he may have judgment for the damages he has sustained by the detention of his land; and the court giving reasonable notice to the other party, shall cause a jury to inquire into the extent of such damages, and complete the judgment accordingly. The provisions of this section, shall not be deemed to apply to ejectments, brought for lands forfeited, for non-payment of rent. In such cases the plaintiff can have no damages.

16. In actions of enforcement, the court shall complete the judgment, ascertaining the costs, and doing whatever else is necessary for that purpose. An action of enforcement, is only necessary where a judgment has stood without execution, two years, or a party has died,

17. In imperfect judgments, after an imperfect verdict, the court may either ascertain the debt or damages themselves, or, on the demand of either party, it may be done by a jury; but if such jury cannot agree, the amount of the debt or damages shall be settled by the court.

28. Whenever the services of a jury are necessary, or required to complete an imperfect judgment, the court shall add to such imperfect judgment, an order for their attendance.

19. The court may, by consent of parties, ascertain the debt or damages, and complete imperfect judgments in all cases.

CHAPTER XVII.

Of final Judgments.

1 As soon as a perfect verdict is rendered, or an imperfect judgment completed, the court shall proceed to render a final judgment.

2. The form of a final judgment in debt for the plaintiff, shall be—'The court adjudges that the plaintiff recover from the defendant the sum of———for his debt, and the sum of———for his costs in this action. Interest, when allowed, shall be computed as part of the debt.

3. The form of a final judgment for the plaintiff in specific performace, shall be—'The court adjudges [*here insert the substance of the judgment*] and that the plaintiff recover from the defendant the sum of———for his costs in this action.

4. The form of a final judgment for the plaintiff in an action of contract or damages, shall be—'The court adjudges that the plaintiff shall recover from the defendant the sum of———for his damages, and the sum of———for his costs in this action.'

5. The form of a final judgment for a plaintiff in injunction, shall be—'The court adjudges that the defendant be forever injoined and prohibited from [*here insert the substance of the injunction,*] and that the plaintiff recover against the defendant the sum of———for his costs in this action.'

6. The form of a final judgment for the plaintiff, when he is in possession of the goods in replevin, shall be—'that the plaintiff hold the goods without being liable to be disturbed by any future replevin, and also recover against the defendant the sum of———for his costs in this action.'

7. The form of a final judgment for the plaintiff in replevin, when the goods are in the defendant's possession, shall be—'The court adjudes that the defendant return the goods to the plaintiff, or pay him the sum of———for his damages; and that the plaintiff hold the goods, if returned, without being liable to be disturbed by any future replevin: and recover against the defendant the sum of———for his costs in this action.'

8. The form of a final judgment for the plaintiff in ejectment, shall be—'The court adjudges that the plaintiff shall recover against the defendant, the lands mentioned in the complaint, and the sum of———, for his costs in this action.' When all the lands mentioned in the complaint are not recovered, the judgment shall describe the lands recovered, and add the words 'part of' before the words 'the lands.'

9. Where damages have been ascertained in ejectment, under the provisions of the fourteenth section of the last chapter, the court shall insert in their judgment, after the word 'complaint,' the words 'and the sum of———for his damages.'

10. The form of a final judgment in enforcement shall be—'The court adjudges that the plaintiff may have execution against the defendant, of the judgment mentioned in the complaint, and shall recover against him the sum of——— for his costs in this action.

11. Whenever the interval between the ascertainment of the debt or damages and the rendition of the final judgment shall be so great that the interest on the debt or damages shall exceed two dollars, the court may ascertain the amount of such interest, and may, in their discretion, insert in the judgment, after the word 'debt,' or 'damages,' as the case may be, the words 'and the sum of———, for additional debt,' or additional damages, as the case may be.

12. The form of a final judgment for a defendant shall be—'The court adjudges that the complaint of the plaintiff be dismissed, and that the defendant recover against the plaintiff the sum of———for his costs in this action.'

13. If the action be injunction, and the injunction be not dissolved before the final judgment, the words 'and that the injunction be dissolved' shall be added after the word 'dismissed.'

14. If the judgment for the defendant be a replevin, and the goods are in possession of the plaintiff, they may add at the end of the judgment, 'and that the plaintiff return the goods to the defendant, who shall hold the same, without being liable to be disturbed by any future replevin, or pay him the sum of

———for the value thereof.'

15. If there has been no ascertainment of the value of the goods, so much of the judgment in the last section as relates to the value shall be omitted.

16. If the judgment for the defendant be in replevin, and the goods be in possession of the defendant, the court shall add at the end of the judgment in the last section but one, 'and the defendant shall hold the goods, without being liable to be disturbed by any future replevin.'

17 The court may alter any of the preceding forms, so as to accommodate it to the peculiar circumstances of a particular case.

18. All final judgments shall carry interest from the day of their rendition, of which it shall be the duty of the clerk of the court to keep a memorandum. The interest shall be computed upon all sums mentioned in the judgment, whether debt or additional debt, damages or additional damages, or costs.

19. The court, or jury, or arbitrators, shall, in all cases, compute interest at such rate as they may deem proper, not exceeding six per cent, unless there shall be a special written agreement for a higher rate, not exceeding twelve per cent, a special written agreement for a rate of interest greater than twelve per cent, per annum shall be rejected, and interest computed at a rate not exceeding six per cent. Interest on judgments shall be computed at the rate of six per cent, per annum, except in cases where a higher rate upon the original contract, not exceeding twelve per cent, shall have been agreed upon in writing, and the court shall positively direct in the judgment that it shall bear interest at such high rate, and in the case provided for in the next section.

20. Where an appeal shall be taken from any judgment, and such judgment is affirmed, it shall be lawful for the court to which the appeal is taken, in affirming such judgment, to direct, in their discretion, interest thereon, to be calculated at a rate of interest not exceeding twelve per cent, where the judgment bears a lower interest than eight per cent,—and in no case exceeding fifteen per cent.

CHAPTER XVIII.

Of Execution.

1. Immediately after the entering of the final judgment, the successful party may demand a writ of execution. But if either party to the judgment have died, leaving no surviving plaintiff or defendant, as the case may be, or if the judgment be of two years standing, no execution shall issue without an action of enforcement.

2. A writ of execution shall be directed to the sheriff, commanding him to seize and expose to sale, the lands, goods, and chattels of the party against whom the judgment has been rendered, until he has raised the sum of money named in the judgment, and interest; and if he cannot find any lands goods, or chattels, of the said party, to arrest him, and bring him before the court, or some judge thereof, to be delt with according to law, unless he pays to the said sheriff the said sum of money, and interest, or shews him property, to seize and sell for the same; and when the money is raised, or paid, to pay the same over to the party entitled to receive the same, and to make known to the court how he has executed the said writ, upon a day to be therein named. Any person may, at any time, issue an attachment in enforcement, instead of an execution.

3. The sheriff shall literally execute the commands of the writ of execution, and shall cause an appraisment and schedule of all property seized by him, to be made, as in the case of attachment, and annexed to the writ.

4. The sheriff may return to the said writ, either that he has made the money, and paid it over to the person entitled to receive it; or that he has it in court, ready to pay over; or that he has seized the property mentioned in the annexed schedule, and that it remains in his hands, for want of buyers; or that he has arrested the party named in the writ, and now has him in court; or that he arrested him and he was discharged by such an authority; or that he cannot find the party, or any lands, goods, or chattels of his.

5. Where the sheriff returns to a writ of execution, that he has property on hand, for want of buyers; or where there is property in the hands of the sheriff, taken under an attachment, in the same case, a writ of sale may issue, commanding the sheriff to sell said property, and pay over the proceeds to the party entitled to receive them; or if property has been previously sold and the proceeds are in court, they may be paid over by an order of court.

6. When a sheriff goes out of office, or dies it shall be his duty or that of his representatives, to hand over to his successor, all property in his hands under execution or attachment, and the new sheriff, shall in each case file a statement or schedule of the property so handed over to him, and as to all such property the writ of sale shall go to the new sheriff,

7. The party may, giving reasonable notice to the old sheriff, or his representatives, move the court for a judgment against such sheriff or his representatives, for the value of any property not handed over, and the court may enter such judgment in a summary way, without formal proceedings, regarding it as a judgment in an action of damages. A jury shall not be necessary, but the court may ascertain the damages by comparing the two schedules. A similar proceeding may take place, whenever the sheriff shall refuse or neglect to pay over money, or deliver over property which he ought to pay or deliver over as sheriff.

8. Where an attachment has been laid in the hands of a garnishee, who has appeared and defended the case, or where an attachment has been laid in the hands of a garnishee, and neither the defendant nor the garnishee appear, there shall be a final judgment against the garnishee; a judgment by default having been first entered in the last case, and on such final judgment an execution may issue against such garnishee for the amount so attached in his hands. But if the garnishee appear and defend the case, he may demand that the jury inquire into the value of the debt due from him to the defendant or of the property of the defendant in his hands, and if it be less than the sum attached in his hands, the judgment shall be for no more than the jury find, and if it be property, he shall not be obliged to purchase it at the valuation of the jury; but may prevent an execution, by delivering up to the sheriff the specified articles, which he may require the jury to find, and which shall then be sold by writ of sale, the sheriff having first filed a schedule of them.

9. When the defendant has appeared, there shall be no judgment against the garnishee, until after a proceeding similar to that directed against a sheriff in the seventh section; in which however, the garnishee may demand a jury, and such proceedings by and before them, may be had as are directed in the eighth section, and the party may relieve himself from execution in the manner provided for in the eighth section; but the proceedings and judgment, if one is rendered, shall in all other respects, be regulated by the seventh section.

10. Whenever property in the hands of the sheriff, on account of its perishable or expensive nature, or for any other legal reason, is ordered to be sold, a writ of sale, shall be issued.

11. If property against which a writ of sale has been issued, is not sold in pursuance of the first writ of sale, other writs of sale may be issued until it is sold.

12. If a sheriff neglects his duty under a writ of execution or sale, an action of damages may be maintained against him.

13. Every sheriff, to whom a writ of execution or sale has been directed, shall have authority, and it shall be his duty to put the purchaser or purchasers of any property moveable or fixed, sold by virtue of such writ, in possession of such property; if the sheriff himself or the person against whom the writ was issued, is in possession of the same. It shall also be his duty and he shall have authority to execute all instruments of writing or other evidence of title, which may be necessary or proper for the security of such purchasor or purchasers.

14. Whenever a plaintiff shall recover in ejectment or replevin, the goods in the latter case being in the possession of the defendant, he may in his discretion obtain a writ of possession, directing the sheriff, to deliver to him such lands or goods, which writ is, shall be the duty of the sheriff to execute.

15. The purchaser of lands or goods at sheriff's sale, may have a writ of possession, requiring the sheriff to deliver such lands or goods to him, upon shewing sufficient evidence of his title, and that the land or goods were in possession of the sheriff or of the party, as whose property they were sold. All of which matters the court may inquire into in a summary way, without a jury, giving such notice as they may deem reasonable to the parties in possession.

16. Judgments in injunction and specific performance, may be enforced by writ of arrest, bringing the defendant before the court. On his appearance, the court may punish him by fine, or otherwise in their discretion, and may repeat the proceedings until the object is attained.

17. When property has been attained as per schedule, at the commencement of proceedings, and the attachment has not been dissolved, but the property remains in the hands of the sheriff, as security for the judgment; or where mortgaged, or pledged property, has so been attached, and so remains, a writ of sale shall issue in place of an execution, and such attached property shall be sold under the same. But if the attached property, do not produce sufficient to discharge the judgment a writ of execution may afterwards be issued, for the amount deficient.

CHAPTER XIX.

Of Insolvency.

1. Insolvency is the condition of a man, whose property is not sufficient to pay his debts.

2. Whenever a man is insolvent, all conveyances assignments, transfers and deliveries of his property, shall be void and of no effect, but, conveyances, assignments, transfers, and deliveries of his property, made ninety days before his assignment for the general benefit of his creditors, as hereinafter provided for, to persons ignorant of his insolvency, shall be valid. It shall be presumed that every man is insolvent, for ninety days before he applies for permission to assign his property, for the general benefit of his creditors. Before that time his acts are valid, unless his insolvency can be proved.

3. Every person arrested on a writ of execution, or a writ of arrest, for debt, contract, or damages, not for personal injuries, shall be at liberty to declare himself insolvent, and apply for leave to assign his property for the general benefit of his creditors.

4. The application must be made to the court issuing the writ of execution, or to some judge thereof, and it shall be the duty of the sheriff to take such person before the said court or judge, as soon as he is required so to do.

5. The court or judge, shall require the applicant to file a schedule of all his money and other property, and of all debts due to, or from him, as far as he can ascertain them, and to verify the same by his oath.

6. The court or judge, shall then appoint some person to take charge of the property, who shall immediately call a meeting of the creditors, to elect a trustee to act for their benefit. In such election, every person shall for each twenty dollars of debt due him, be entitled to one vote. Creditors for less than twenty dollars, shall be entitled to a vote each.

7. As soon as the trustee so elected, has given security before the court or judge, all the property, whether real or personal, of the insolvent, shall by operation of law, be vested in him, as if the insolvent were dead, and he were his administrator, and he shall proceed to take possession of all his property, and to administer the estate in the same manner as an administrator, except that he shall make no difference between real and personal property, and shall account for his proceedings in the same manner, and to the same authority. The trustee shall, as much as possible, be likened to an administrator in his duties, rights, remedies and liabilities, in the manner of proceeding against him, and the causes for which proceeding may be had, in all respects whatever.

8. The court or judge shall, on the insolvent filing the schedule required in the fifth section, require him to take an oath that he will disclose any property or debts not mentioned in his schedule, which he may hereafter discover, and that he has not secreted any thing belonging to him, and has not in expectation of making that application, done any act to diminish his estate or injure his creditors, or prevent them or any of them, from recovering their just proportion of his property.

9. The court or judge shall require the insolvent to give security, that he will appear when called upon, to answer any allegations or interrogatories which may be filed against him.

10. The court or judge may then discharge the insolvent from arrest, and from all future arrest for any debt he may owe, or actions to which he may be liable at that time. But such discharge shall not extend to any execution, or other writ, founded on an action of damages for an injury to the person, reputation or domestic relations of any person, except the particular execution upon which the defendant is arrested.

11. When an insolvent is arrested upon an execution, founded on an action of damages to the person, or domestic relations of another, he shall proceed in all respects in the same manner as if arrested upon an execution, founded on a judgment in any other action, but the court or judge shall not discharge him unless he has suffered imprisonment, in the discretion of such court or judge, who shall be guided in the extent of the imprisonment, by the amount of the damages, allowing for any imprisonment he may have suffered, under a writ of arrest or execution in the same action.

12. Every creditor or an insolvent, may file at any time within one year of his discharge, before the court discharges him, allegations of fraud, committed either in contracting the debt due to such creditor, or in the application for permission to assign.

13. Every concealment of money, or other property or debts due to the insolvent, every conveyance, assignment, transfer or delivery of any money, property, or effects, to any person, whatsoever, made without consideration, shall be deemed a fraud.

14. Every conveyance, assignment, transfer or delivery, of any property or effects, to any creditor of the insolvent, in payment or diminution of his debt, within ninety days before his application, or at a greater distance of time, with a knowledge of existing insolvency, or with a view of an application, shall be

deemed a fraud.

15. Every transaction fraudulent, within the meaning of the last two sections, or otherwise, shall be void, as against the trustee.

16. The trustee, or any creditor may examine the insolvent on interrogatories, as to all such transactions, or any other matter connected with his insolvency, and his answers reduced to writing, and verified by oath, shall be evidence against him and against all other persons claiming under him, or interested in any transaction, which is pronounced a fraud by the thirteenth and fourteenth sections.

17. Every insolvent convicted of fraud in the contracting a debt, or in his application as aforesaid, shall be imprisoned in the discretion of the court.

18. Every defendant arrested on a writ of arrest, only to secure his appearance in any case, not an action of damages, for an injury to the person, reputation, or domestic relations of another, may proceed in all respects, as if he had been arrested on a writ of execution, and may be discharged in the same manner, and on the same condition, and subject to all the same proceedings and other consequences, and shall then be entitled to appear in the action without bail. Nothing in this section contained, shall apply to any action of injunction.

19. Every insolvent may retain one bed, one table, two chairs, cooking utensils and so much wearing apparel and other articles privileged from execution as may be absolutely necessary for the present use of the said individual and his family and the title thereto shall not vest in his trustee agreeable to the previous provision on this subject: *Provided*, that a schedule of articles so retained, verified by oath, be produced to the court or judge discharging such insolvent, and filed, and such court or judge may require the articles mentioned in such schedule to be produced, and cause them to be appraised, and may order such of them as such court or jury may deem unnecessary, unreasonable, or not to come under the description of priveleged articles, to be delivered up for the benefit of the creditors; or such court or judge may allow the insolvent to retain them, becoming debtor to his trustee for the appraisment. This however, to be regarded as an indulgence in the discretion of the court or judge, who shall also have power to determine the length of the credit.

20. Every insolvent may retain so many mechanical tools and agricultural implements as may be absolutely necessary for the present use of the said individual, filing a schedule of them, verified by oath, and procuring them to be appraised under an order from the court or judge discharging; but such insolvent shall be regarded as a debtor to his trustee for the amount of the appraisment. The debt to be paid at the time prescribed by the court or judge. Every insolvent may refuse to take his tools at the appraisment, either before or after the appraisment is made.

21. Every schedule, appraisment, petition or other paper produced before a single judge, in a case of insolvency, or made by order of such judge, shall be filed with the clerk of the court of which such judge is a member.

22. Whenever any person shall have applied for permission to assign his property for the benefit of his creditors, and a trustee shall have been appointed and given bond in the manner herein before provided for, it shall be the duty of the court or judge approving such bond, to cause the same to be transmitted to the clerk of such court, and every clerk of such court shall forthwith record all the papers touching such application and appointment, including said bond, in a book to be kept for that purpose, and shall transmit the original papers to the authority to whom such trustee is bound to render an account agreeable to the foregoing provisions of this chapter: who shall retain the same, and summon the trustee as often as may be deemed proper, to render an account of his trust; and shall keep a docket or list, of all such cases, containing the names

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of the insolvents, of the trustees, and of the securities of the trustees, and shall note therein the dates of all accounts rendered by the parties, and the balances due from such trustees by such accounts, and shall keep an index to such docket in the name both of the trustees and insolvents.

23. The word imprisonment, whenever it occurs in this chapter, shall be so understood, that the court or judge, authorized to impose the same, may in the exercise of a sound discretion, substitute for imprisonment, properly so called, labor on the public works, with close confinement at night.

CHAPTER XX.

On Appeals.

1. Every person against whom any judgment is rendered, shall be entitled to appeal from any decision or opinion of any court, except such court of appeals.

2. There shall be no appeal from any verdict of a jury, in any question of mere fact, except to the court in which the case was tried, for the purpose of setting aside the verdict in the manner herein before provided for.

3. It shall be the duty of the party, who intends to appeal from any opinion or decision of a court, which does not appear upon the face of the ordinary proceedings in the case, to cause such opinions or decisions, with the evidence and prayer or motion upon which it is founded, to be reduced into writing and signed by the judge or judges on the day, on which such opinion or decision is pronounced.

4. The writing required by the last section, shall be called a bill of exceptions, and shall be annexed to the ordinary record, and considered as a part of it.

5. It shall be the duty of the clerk of the court from which an appeal is taken, to make up a record containing all the writs, returns, complaints, answers, replies, verdicts, bills of exceptions, judgments and other proceedings in the cause, and to transmit such record to the court to which the appeal is taken.

6. Every appeal must be taken within sixty days, after final judgment.

7. Every party taking an appeal shall be called 'appellant,' and the party against whom it is taken, 'appellee.'

8. Every appellant must give security, to be approved by the court, that he will indemnify the appellee from all injury arising from the appeal, and will comply with the judgment of the court to which the appeal is taken, or any other to which the cause may be removed, or his appeal shall be dismissed.

9. An action of contract, shall lie against the sureties so given, in which the measure of damages shall be the final judgment in the original cause, and interest or other damages arising from delay, to be computed as the appellate court may direct.

10. The court to which the appeal may be taken shall examine the matter in dispute, upon the record only, they shall receive no additional evidence, and they shall reverse no judgment for any default of form, or for any matter to which the attention of the court below shall not appear to have been called, either by some bill of exceptions, or other part of the record.

11. It shall be the duty of every court, to which an appeal is taken, if the judgment of the first court is reversed, to give such judgment as that court ought to have given, and to ascertain the costs incurred since the first judgment, and to give judgment for them also.

12. When any superior or appellate court, shall reverse any final judgment, and it shall appear to them upon the record that the plaintiff, or the defendant

in replevin, in a case where the goods replevied are in possession of the defendant, is entitled to recover, and it shall not appear by the record, what sum such party ought to recover, they may proceed to give an imperfect judgment in favor of such party, and by consent of parties, ascertain what ought to be the final judgment, and render such judgment; or if the parties will not consent to such ascertainment, shall order an ascertainment by a jury, at the bar of the court below, of the amount of the debt or damages, or the value of the property replevied, as the case may be, and direct such inferior court, to give final judgment upon such inquiry. If the action be brought to recover a liquidated sum, ascertained by an instrument of writing, signed by the party against whom the imperfect judgment is given, or if the case be one in which the court below, might have ascertained the damages without a jury, such superior or appellate court may assess the debt or damages and give final judgment without the consent of parties.

13. Where it does not appear to the appellate court by the record, on account of the mixture of questions of law and fact, for which party the judgement ought to be given, it shall be the duty of such superior or appellate court, to remand the case to the court in which it was originally tried, to be tried over again.

14. The third, fourth, fifth, twelfth and thirteenth sections of this chapter, shall not be construed to apply to appeals from the decisions of justices of the peace.

CHAPTER XXI.

Of Justices of the Peace.

1. Justices of the Peace, shall have jurisdiction out of court without a jury, of all actions where the value of the thing in dispute does not exceed twenty dollars, except specific performance, injunction and ejectment, and actions for injuries to the reputation or domestic relations.

2. The third, fourth, fifth, sixth, ninth and nineteenth chapters, of this title, so much of the seventh, eighth, and twentieth, as relates to juries, new trials, and records, shall not apply to cases tried before justices of the peace.

3. So much of the twelfth chapter as relates to issuing commissions to take testimony without the colony, shall not extend to justices of the peace; but either party may petition the court to which an appeal from a justice lies, for a commission; and such court may, if they think proper, issue a commission, and stay the proceedings of the justice until it can be executed.

4. Writs of execution, may be issued by a justice of the peace, returnable before a superior court; and such court or any judge thereof, shall have jurisdiction to proceed according to the directions of the nineteenth chapter.

5. No justice of the peace, shall have authority to issue a writ of arrest, against a defendant in an action, as such, or a writ of execution containing a clause of arrest, except writs of execution issued under the last section, and agreeably to its provisions.

6. Courts shall have concurrent jurisdiction, with justices of the peace in all actions for personal injuries, in which a justice of the peace has jurisdiction.

7. If an action, not for personal injury, be brought in a court, which ought to have been brought before a justice, the court shall, if the plaintiff establish a claim, deduct from the debt or damages, the whole costs incurred by the defendant, and give judgment for the balance, without any costs; or if the costs of the defendant, equal or exceed the debt or damages, shall give judgment for the defendant, either without costs, or for the excess of his costs, as

the case may require. If the plaintiff fails, the court shall give judgment for the defendant, for full costs.

8. An appeal shall lie from every decision of a justice of the peace, to the most inferior court having jurisdiction at the place, at which such justice lives, or to such other court as may be designated for that purpose, by law. No judgment of a justice of the peace shall be set aside for error in form; but all appeals from justices, shall be taken up by the court to which they are made, anew, and upon the merits, and such judgment given as the justice ought to have given.

9. A justice of the peace, shall have the same power as a court in preserving order in his own presence, while engaged in his public duties, and also in punishing those who obstruct the execution of writs issued by him, or who disobey his summons, or refuse to perform the duties for the performance of which they are summoned. In all such cases, he may issue writs of arrest, fine and otherwise punish. But he shall issue no writ of arrest, on pretence of any provision contained in the second chapter of this title. And all persons imprisoned by him may, in the discretion of any court or judge, be discharged.

CHAPTER XXII.

Of Officers.

1. All writs issued by a court, unless in cases otherwise provided for by law, must be directed to the sheriff. But if the office of sheriff is vacant, or if the sheriff be a party to the cause, or otherwise interested, and there be no coroner, the writ may be directed to an officer, selected for the occasion by the court, called an elizor.

2. An elizor is to be considered as sheriff, in respect of all writs directed to him. When the office of sheriff is filled, or the interested sheriff goes out of office, the elizor shall hand over to the new sheriff all writs and other papers, and all money or other property in his hands as elizor, and the same proceedings may be had against him as against a sheriff under similar circumstances.

3. All writs issued by a justice of the peace, except executions, sales, and attachment, may be directed either to the sheriff or to a constable. Executions and attachments must be directed to the sheriff, unless the party prefer that the word 'land' should be omitted, and the writ directed to a constable, which in that case may be done, but a constable shall not be authorised to seize or sell lands in execution. Writs of sale, must be directed to the officer having possession of the property. Writs of execution returnable before a court, must be directed to the sheriff.

4. If the sheriff, as such, is entitled to the possession of any property, which is in the possession of his predecessor, or of an elizor, or of the representative of either, which the party in whose possession it is, refuses to deliver over, the court may, on motion, and being satisfied of the fact, issue a writ of possession, directed to an elizor, requiring him to put the sheriff in possession of such property.

5. Every late sheriff, elizor or other person against whom such writ is issued, may give security, to be approved by the court, or some judge thereof, that he will produce, the property mentioned in such writ of possession, whenever a writ of replevin is issued, if it be personal or moveable property, and make oath that he does not believe the sheriff is, as such, entitled to the possesson of the same; in which case the writ of possession shall be quashed, and the property

returned to him. The sheriff may then maintain an action of replevin for such property, in which it shall be sufficient for him to shew a right to the possession thereof as sheriff. If the property be real or fixed, no security need be given, but the party may file his affidavit, as above directed, and thereby put the sheriff to his ejectment, which he may maintain by averring in his complaint, and proving the facts which entitle him to the possession.

6. Every sheriff, clerk, elizor, trustee, constable, or other ministerial officer, is liable to an action of damages, for any official misconduct.

7. If an elizor, or trustee dies, or is removed, having property in his hands, the same proceedings may be had against him or his legal representative, as against a late sheriff or his legal representative.

8. When judges, justices of the peace, or other officers, are judges of a particular court in rotation, those only whose turn it is to sit in court at any time, are to be considered as judges during such term. The word term is defined for the purpose of this section, in the forty eighth section of the second chapter of this title.

CHAPTER XXIII.

Of the Writ of Habeas Corpus.

1. The writ of *habeas corpus*, is a writ directed to the sheriff, or other person, who may have the custody, legally or illegally, of any person, directing such sheriff or other person, to have the body of the person, who is in custody before the court or judge named in the writ, for the purpose of enabling such court or judge to inquire into the cause of the confinement or detention of such person, and to discharge such person from such detention, confinement, or custody, if it should appear to be proper so to do. The person to whom the writ is directed, is called the defendant; the person whose body is directed to be produced is called the prisoner.

2. The form of the writ of *habeas corpus*, shall be the following; but changes may be made in the gender and number of the pronouns, and such similar alterations, as the circumstances of each case may render necessary or proper. Several persons may be included in one writ.

Liberia, to [*insert the name of the defendant*] Greeting:

You are hereby commanded to have the body of [*insert the name of the person*] now in your custody, before [*insert the name of the court or judge, and, if the latter his official style*], on [*insert the time*] at [*insert the place*] together with this writ, and the day and cause of his detention, in order that he may be discharged from detention, confinement, and custody, if it shall appear to the said court, [*or judge*] proper that he should be so discharged. Hereof fail not at your peril. Given under my hand [*and the seal of court*] this [*insert date.*] Issued in duplicate.

The writ shall be signed by the clerk of the court, or by the judge who issues it, with his name and official style, and the clerk shall, if he sign it, annex the seal of the court. No writ of *habeas corpus* shall ever be quashed for any defect of form, nor shall any advantage ever be taken or allowed, in any way, on account of any such defect.

3. Every court of record, having any other jurisdiction whatever, either original or appellate, shall have the power of issuing writs of *habeas corpus* in all cases whatever; and every judge of any such court shall have the like power.

4. The writ of *habeas corpus*, shall be issued as of right, whenever any person shall apply for the same, and shall satisfy the court or judge, that the person to be named in such writ as prisoner, is in confinement, detention, or custody; unless such court or judge shall know, either from the proceedings had upon a then recent writ, or from other judicial proceedings within the personal knowledge of such court or judge, that such confinement, detention, or custody, is legal.

5. If the majority of any court, refuse a writ of *habeas corpus*, the minority may, notwithstanding, grant the same, and one judge may issue a writ which has been refused by another.

6. An action of damages, shall lie against every judge refusing a writ of *habeas corpus*, either at the suit of the party applying for the same, or of the party whose name was wished to be inserted in the writ as prisoner, but not of both. In such action, it shall be only necessary for the plaintiff to allege and prove that the party whose name was wished to be inserted in the writ as prisoner, was actually in confinement, detention, or custody, and that the judge refused the writ, or consented to the refusal by the court, after reasonable proof of that fact had been made. The defendant in such action can then only defend himself by alleging and proving the existence of such judicial proceedings as might justify his conduct under the last section. In every such action the jury shall be the exclusive judges, of what is reasonable evidence of detention, confinement, or custody.

7. Every writ of *habeas corpus*, shall be issued in duplicate. It shall be served by leaving one copy with the person to whom it is directed. This may be done by any person. The duplicate copy shall be returned to the court or judge issuing the same, with an affidavit of the service annexed.

8. It shall be the duty of every person, upon whom a writ of *habeas corpus* shall have been served, to attend at the time and place named in the writ, if he shall have had reasonable notice thereof, and then and there to return to the court or judge named in the writ, or to any other judge who may be there attending for the purpose, the writ, with an explanation annexed, of the causes of the detention of the prisoner, and also to deliver to such court or judge the originals of all documents, relied upon as justifying such detention; and to produce before him the body of the prisoner. But if he shall make oath, before such court or judge, that the person named in the writ of *habeas corpus*, is not in his custody or power, and was not so at the time of the service, upon him of the writ, he shall be excused for not producing the body of such person, unless the court or judge shall, on hearing, order him to produce it, in which case it shall be his duty so to do.

9. It shall be the duty of the court or judge, before whom a writ of *habeas corpus*, shall have been made returnable, having reasonable notice of the fact, to attend at the place appointed for the return of the same or procure some other judge to do so, for the purpose of receiving the same: and it shall be the duty of any judge who shall agree to act for another judge in such a case, to keep his appointment; and an action shall be maintainable against any judge neglecting his duty in this matter.

10. If any writ of *habeas corpus*, is not returned at the time and place specified therein, it shall be the duty of the court or judge, upon the production of the duplicate copy, and of sufficient evidence, that it has been served so as to give reasonable notice to the party, to whom it is directed, so as to enable him to comply with the same, of which the said court or judge shall have full power to inquire and decide, to issue a writ of arrest against the person, to whom such writ was directed, and when brought before such court or judge, to punish him by fine, imprisonment, or otherwise; and also to compel him to produce the body of the prisoner. It shall also be the duty of such court or judge to

issue a compulsory writ of *habeas corpus*, directed to the shariff, or to an elizor, as such court or judge may think proper.

11. If the court or judge, shall think that the person to whom, the writ of *habeas corpus*, shall have been directed, had not reasonable notice of the time and place of return, such court or judge shall appoint another time for the return at the same place, and shall direct what notice thereof, shall be given to the said person; and the said person, having had such notice, shall be bound to perform such duties, as he would have been bound to perform if he had appeared at the first time of return; and under precisely the same penalties.

12. Every court or judge, to whom an application is made for a writ of *habeas corpus*, or before whom it is made returnable, shall have full power and authority, either at the time of such application or return, or any other time to inquire, by all the ways and means, in the power of such court or judge, of the situation of the prisoner, and the probable intentions of the intended defendant; and may, in the exercise of a sound discretion, issue a compulsory writ of *habeas corpus*, if such court or judge shall think proper so to do, and may direct the same either to the sheriff or an elizor.

13. The form of a compulsory writ of *habeas corpus*, shall be as follows; but all the regulations of the second section, with respect to the ordinary writ of *habeas corpus*, shall apply to it, except that it need not be issued in duplicate.

Liberia, to [*insert the name and style of the sheriff or elizor*] greeting:

You are hereby commanded to compel [*insert the name of the defendant*] to have the body of [*insert the name of the prisoner*] now in his custody, before [*insert the name of the court or judge, and, if the latter, his official style*] on [*insert the time*] at [*insert the place*] together with the day and cause of his detention, in order that he may be discharged from detention, confinement, and custody if it shall appear to the said court [*or judge*] proper that he should be so discharged. And if the said [*insert name of the defendant*] shall refuse so to do, you are to bring the bodies, both of the said [*insert the name of the defendant*] and of the said [*insert the name of the prisoner*] before the said court, [*or judge*] at the time and place aforesaid. And for the better execution of this writ, you are authorized to use force, and to require the aid of all good citizens. You are also required to make known to the said court [*or judge*] how you shall execute this writ, and to return the same at the time and place aforesaid. Given under my hand [*and the seal of the court*] this [*insert the date*]

14. It shall be the duty of every male above the age of sixteen years, to give aid and assistance to a sheriff or elizor, in executing a compulsary writ of *habeas corpus*, whenever he shall be required so to do. And it shall be the duty of such sheriff or elizor to provide a sufficient force, to secure the execution of every such writ.

15. Whenever the defendant and prisoner, in pursuance of any writ of *habeas corpus*, appear before any court or judge, it shall be lawful for such court or judge, to examine the defendant, without oath, and the prisoner and any other persons or persons, upon oath or affirmation as the case may require. And if it shall appear proper so to do, such court or judge may either discharge, bail, or remand the prisoner, and may also commit, or otherwise secure the defendant, to answer for slave trading, or any other crime, offence or injury, of which such court or judge may suspect him to be guilty.

16. An action of damages, shall lie against any sheriff or elizor, or defendant, who shall make a false return, to any writ issued in pursuance of any provisions of this chapter, and against any person, who shall do any act tending to obstruct or defeat the full effect of any writ of *habeas corpus* whether common or compulsory, and against any person who shall omit to do any act, which he shall have been bound by law, or promised to do, and which, if not omitted, would have tended to promote the execution or effect of any writ of *habeas corpus*

common or compulsory. Such action may be maintained, either by the person applying for the writ of *habeas corpus*, or any person intended to be benefited thereby.

17. If any person shall violate any duty imposed upon him by this chapter; an action of damages may be maintained against him, either by the person applying for the writ of *habeas corpus*, or by any person intended to be benefited thereby.

18. In any action given by any provision of this chapter, it shall be lawful for the court, in which such action is brought, or any judge thereof, to issue a writ of arrest without requiring the oath or other proceedings, required in other cases, and such writ of arrest, and all writs of arrest given by this chapter, may issue against a person privileged under the twenty ninth section of the second chapter. All such writs of arrest shall be discretionary with the court or judge; who may require the case to take the ordinary course, and even then, refuse the writ of arrest as in other cases.

19. No jury shall give less than three hundred dollars damages, in any action grounded on this chapter, except for an omission, nor in that case, against a judge, sheriff, or elizor or other public officer, or any defendant named in any writ of *habeas corpus*.

20. If several actions, be brought by several parties, against the same person, for the same act or omission, and the jury on the trial of the first tried action, shall have given a verdict for three hundred dollars or more, the jury in the subsequent actions may give as low damages, as they may think proper; Notwithstanding the provisions of the last section.

21. Whenever an idiot or insane person, shall be arrested upon any writ, either of arrest, execution, or other whatsoever; such idiot or insane person, may be brought either by or without a writ of *habeas corpus*, before any court or judge, and such court or judge, shall thereupon enquire by the best ways or means in the power of such court or judge, taking the aid of a jury, if necessary; into all the facts and circumstances of the matter, and if the fact of idiocity or insanity, shall be established, shall discharge such idiot or insane person from custody under such writ; and may make such disposition of the person of such idiot or insane person, as may be most expedient under all the circumstances, with reference to the safety and comfort of such idiot or insane person, and may also make such disposition of the property of the idiot or insane person, as may be just, with regard to the interests of his creditors, and his or her own comfort; and may declare such idiot or insane person insolvent, and may call a meeting to appoint a trustee, and make an order, transfering to such trustee, the property of such idiot or insane person. Such a trustee shall have the same rights and duties, with trustees appointed under the provisions of the nineteenth chapter.

22. Whenever it shall be alleged, that any person brought before any court or judge, by virtue of any writ of *habeas corpus* is an idiot or insane person, although such person may not have been arrested upon any writ whatever, the court or judge may proceed in the manner authorised in the last section, and do all acts thereby directed or authorised, in order to ascertain the fact, and may make such disposition of the person and property of the person, as may be proper, with reference to his or her safety or comfort, and the security of his or her property, and may appoint a trustee to take charge of the property, and require security of such trustee, and shall notify that fact to the tribunal before which administrators and guardians account, who shall call such trustee to account before them, and shall treat such trustee, in all respects as a guardian of an infant. Such a trustee, shall as much as possible be likened to a guardian, in his duties, rights, remedies and liabilities, in the manner of proceeding against him, and the cause for which proceeding may be had, and in all

other respects whatsoever.

23. A writ of *habeas corpus* may be always issued by any court or judge, as a foundation of the proceedings, authorized by the last section, on an affidavit that any person is believed to be an idiot or insane, and may be directed to the person, in whose care such an alledged idiot or insane person may be, without any evidence or allegation, that such idiot or insane person, is confined.

[illegible]ESON,

President of the Board of Directors.

APPENDIX OF FORMS.

Form of a Commission of Guardianship.

Commonwealth of Liberia to *Henry Honest* Greeting:

You are hereby appointed Guardian of *Mary Ancient*, orphan of *Adam Ancient*, and are to take charge of her person and property, as soon as an appraisement and inventory of the property can be made, and to take care of the same for her benefit, rendering accounts of your doings according to law.

Given under my hand, this . . . day of . . . in the year one thousand ——.

Clerk of the Orphans Court.

For the Commission of Appraisement, use the form on the next page, only say, *the property of Mary Ancient, orphan of Adam Ancient*, instead of, *the estate of Adam Ancient lately deceased.* Make a similar change in the inventory, and say '*Guardian of the said Mary Ancient,*' instead of '*administrator of his estate.*' Make a similar change in the signature.

Form of a Guardian's Bond,

Know all men, that we, *Henry Honest, Samuel Surety and Frederick Friendly*, do bind ourselves to *Mary Ancient*, orphan of *Adam Ancient*, that the said *Henry Honest*, shall well and faithfully perform the office of guardain of the said *Mary*, and that we will indemnify her against any injury, damage or loss she may sustain by reason of the misconduct of the said *Henry Honest*, as such guardian.

Witness our hand, this . . day of . . . in the year one thousand, &c.

Henry Honest
Samuel Surety,
Frederick Friendly.

Witness, Thomas Testify.

Bond Approved by

Chairman of the Orphans Court.

Form of a Letter of Administration.

Commonwealth of Liberia to *Henry Honest*, Greeting:

You are hereby appointed Administrator of the lands, goods, chattels and estate, of *Adam Ancient*, lately deceased, and are, as soon as an appraisement and inventory of the same can be made, to take possession thereof, and administer the same according to law, for the benefit of his heirs and creditors.

Given under my hand, this . . day of . . in the year one thousand ——.

Clerk of the Orphans Court

Form of an Administrator's Bond.

KNOW all men that we, *Henry Honest, Samuel Surety and Frederick Friendly*, do bind ourselves to the heirs and creditors, and all other persons interested in the estate of *Adam Ancient*, lately deceased, and to each of these, that the said *Henry Honest*, shall well and faithfully perform the office of administrator, of the estate of the said *Adam Ancient*, and that we will indemnify all persons against any injury, damage or loss they may sustain by reason of any misconduct of the said *Henry Honest*, as administrator.

Witness our hands this . . . day of . . . in the year one thousand—

HENRY HONEST,
SAMUEL SURETY,
FREDERICK FRIENDLY.

Witness, THOMAS TESTIFY.
Bond approved by

Chairman of the Orphans Court.

Form of a Commission of Appraisement.

Commonwealth of Liberia to Samuel Skilful and Philip Prudent Greeting:

You are hereby appointed Appraisers of the estate of *Adam Ancient*, lately deceased, and are, as soon as conveniently may be, to value and appraise the same according to the best of your skill and knowlege.

Clerk of the Orphans Court.

The Appraisers affirm that they will so value and appraise the said estate according to law, this . . . day of . . ., in the year one thousand . . . before

SAMUEL STRICT,
Justice of the Peace.

Form of an Inventory of a Deceased Man's Estate.

An Inventor of the lands, goods, chattels, money and property of *Adam Ancient*, deceased, so far as they have come to the hands or knowlege of *Henry Honest*, Administrator of his estate, appointed by virtue of the annexed commission.

1. One own lot of the following description [*insert description,*] valued at - - - - - - - - $
2. One pair of oxen, valued at - - - - - - "

[And so go through the whole.]

Valued and appraised by us, on this . . . day of . . ., in the year one thousand.——

SAMUEL SKILFUL,
PHILIP PRUDENT.

And taken possession of by

Henry Honest, Administrator.

On this . . . day of . . ., before the subscriber appeared *Samuel Skilful, Philip Prudent* and *Henry Honest*, and were severally affirmed according

to law, that the above written inventory of the estate or *Adam Ancient*, is just and true, and includes all the property of the said *Adam Ancient*, of which they have any knowledge, and that if they should discover any additional property, they will disclose the same.

Affirmed before

SAMUEL STRICT,
Justice of the Peace.

Form of a Writ of Re-summons.

Commonwealth of Liberia, to . . . . Sheriff of the County of . . . Greeting:

You are hereby commanded to summon [as you were before commanded,] *Daniel defendant*, to appear before the . . . . . for this . . . on [*insert the time,*] to answer the complaint of *Peter Plaintiff*, and have you there this writ.

Issued this . . . day of . . ., in the year one thousand———.

{ Place of the seal }

PHILIP PENMAN,
Clerk of said Court.

A writ of summons is in the same form omitting the words, '*as you were before commanded.*'

Form of a Writ of Attachment.

Commonwealth of Liberia, to . . . . Sheriff of the County of . . . Greeting:

You are hereby commanded to summon, [*as you were before commanded,*] *Daniel Defendant*, to appear before the . . . . . for this . . . . on [*insert the time,*] to answer the complaint of *Peter Plaintiff*, and also to attach the lands, goods, chattels and credits of the said *Daniel Defendant*, to the value of [*insert the sum,*] and certify your doings to the said court, at the said day, and have you there this writ.

Issued this . . . day of . . ., in the year one thousand———.

{ Place of the seal. }

PHILLIP PENMAN,
Clerk of said Court.

The words '*as you were before commanded,*' to be omitted whenever an attachment is issued without a previous summons.

When the attachment is against specific property, the description thereof is to be inserted instead of the words 'the lands, goods, chattels and credits of the said Daniel Defendant,' and all mention of value is to be omitted.

Form of an Affidavit to obtain an Attachment in Debt.

Peter Plaintiff makes oath according to law, [*or else solemnly, sincerely and truly affirms.*] that *Daniel Defendant* is justly indebted to him, the sum of . . dollars, and that he fears the said *Daniel Defendant* cannot be found to be summoned.

Sworn before HENRY HONEST Justice of the peace,
On this . . day of . . ., in the year one thousand———.

What follows the word 'dollars' to 'sworn before' is only to be inserted when an attachment is wanted without a previous summons, and the plaintiff may if he will

exchange it for *'and that he fears the said Daniel Defendant, will not appear if summoned.'* Where the affidavit is to be filed in an action of damages, the nature of the injury must be specially stated, and also the amount of damages in a form something like what follows, but adapted to each particular case.

Form of an Affidavit for an Attachment in Damages.

Peter Plaintiff makes oath according to law, [*or solemnly, sincerely, and truly affirms*] that *Daniel Defendant* detains from him, the said *Peter Plaintiff*, one pair of oxen, and that he is thereby damaged to the value of [*insert the sum,*] and that he fears the said *Daniel Defendant* cannot be found to be summoned.

Sworn before H. H. Justice of the peace,
On this . . day of . . ., in the year one thousand———.

Form of a Schedule under an Attachment.

Schedule of the lands, goods, and chattels of *Daniel Defendant*, seised and taken at the suit of *Peter Plaintiff*, under a writ of attachment, issued out of the . . . . . for this . . . . . on the [*insert date of writ,*] that is to say:
One town lot . . . . . in the town of . . . . . .
Of the following description, [*insert description*]
appraised at
[*And so on until all things seized are scheduled.*]

Appraised by HENRY HONEST, SAMUEL SKILFUL, } Appraisers.

Property taken and appraisers affirmed, by DAVID DILIGENT Sheriff.

Form of a Writ of Arrest.

Commonwealth of Liberia, to . . . Sheriff of the county of . . Greeting:

You are hereby commanded, to arrest the body of *Daniel Defendant*, and bring him before some judge or other person authorized to receive bail, to give security in the sum of . . . . . that he will appear before the . . . . . for the . . . . . ., on the [*insert the time,*] to answer the complaint of *Peter Plaintiff* herewith sent, unless he shall shew you property liable to be attached under the accompanying writ of Attachment, sufficient to cover the said sum, and make known your doings to the said court, at the said day, and have there this writ.

Issued by special order of the court (or of John Just, one of the judges of the court,) this . . . day of . . ., in the year one thousand———.

{ Place of the seal } PHILIP PENMAN, Clerk of said Court.

Form of a Writ of Injunction.

Commonwealth of Liberia, to *Daniel Defendant*, Greeting:

You are hereby commanded and enjoined to abstain and desist altogether from [*insert the matters intended to be prohibited*] until further order is taken in the premises, and you are further commanded to appear before the . . . . . for the . . . . . on [*insert the time*] to

answer the complaint of *Peter Plaintiff*, and to shew cause why this injunction should be dissolved.

Issued in duplicate and by special order [*of the court, or of John Just, one of the judges of the court,*] this . . . day of . . ., in the year one thousand———.

{ Place of } { the seal }

PHILIP PENMAN,
Clerk of said court.

Form of a Writ of Arrest for disobeying an Injunction.

Commonwealth of Liberia, to . . ., sheriff of the County of . . . Greeting:

You are hereby commanded to arrest the body of *Daniel Defendant*, and bring him before the . . . . . for &c., or some judge thereof, immediately, to answer for disobeying an injunction issued by the said court, on the complaint of *Peter Plaintiff*.

Issued by special order *of the court, or of John Just, one of the judges of the court,*) this . . . day of . . . ., in the year one thousand——.

{ Place of } { Seal. }

PHILIP PENMAN,
Clerk of said Court

Form of a Replevin Bond.

KNOW all men, that we, *Peter Plaintiff, Samuel Surety and William Wealthy*, and ourselves to *Daniel Defendant*, that the said *Peter Plaintiff*, or his administrator, or other representatives, will return the goods, which may be replevied by virtue of a writ of replevin, which he the said *Peter Plaintiff* is about to issue out of the . . . . . for the . . . . . against the said *Daniel Defendant*, for the purpose of obtaining possession of the following goods, that is to say, [*insert the list of goods,*] and will also pay all the cost of the said replevin, if any court having jurisdiction of the cause, shall so adjudge, and will also indemnify the said *Daniel Defendant*, from any injury he may sustain by means of the said writ of replevin.

The penalty of this bond is . . . dollars.

Witness our hands, this . . . day of . . ., in the year one thousand———.

PETER PLAINTIFF,
SAMUEL SURETY,
WILLIAM WEALTHY

Witness, PHILIP PENMAN,
Clerk of said Court,

Form of a Schedule under a Writ of Replevin.

Schedule of goods replevied and delivered to *Peter Plaintiff*, by virtue of a writ of replevin issued out of the . . . . . ., for the . . . . . at the suit of of the said . . . against *Daniel Defendant*, on the . . . . day of . . . ., in the year one thousand——.

One pair of oxen, appraised at - - - - - - $

(And so on until all things replevied are scheduled.)

Appraised by HENRY HONEST, SAMUEL SKILFUL } Appraisers.

Property replevied, and Appraisers affirmed by Sheriff of said County

Received the above property from the Sheriff,
PETER PLAINTIFF.

Form of a Writ of Replevin.

Commonwealth of Liberia, to . . . Sheriff of the County of . . . Greeting:

You are hereby commanded to replevy out of the possession of *Daniel Defendant*, the following goods, that is to say, [*insert list as in hand,*] and deliver the same to *Peter Plaintiff*, and summon the said *Daniel Defendant*, to appear, &c. as in a writ of summons.

Form of a Bail Bond.

KNOW all men, that we, *Daniel Defendant* and *Benjamin Bail*, do bind ourselves to *Peter Plaintiff*, that the said *Daniel Defendant*, will perform the judgment of the . . . . . for the . . . of . . . . . in an action of debt, brought by the said *Peter Plaintiff*, against the said *Daniel Defendant*, on the . . . day of . . ., in the year one thousand . . . ., and the judgment of any court, to which an appeal from such judgment may be taken, or that he will deliver his body to any Sheriff, to whom an execution on any such judgment may have been directed, under a penalty of . . dollars.

Witness our hands, this . . day of . . ., in the year one thousand ———.

DANIEL DEFENDANT,
BENJAMIN BAIL.

Witness, JOHN JUST.

Form of a Commitment.

Commonwealth of Liberia, to . . . Sheriff of the County, of . . . Greeting:

Receive into your custody and prison, the body of *Daniel Defendant*, and him safe keep, to answer the complaint of *Peter Plaintiff* in the court, [*insert style of court,*] until he shall be discharged by due course of law.

JOHN JUST,
One of the judges of the said court,
[*or Commissioner of Bail.*]

Form of a Complaint in an action of Damages.

Peter Plaintiff, complains that *Daniel Defendant*, contracted with him in manner following, that is to say, [*state the contract.*] and that he has not performed the said contract in this, that is to say, [*state the acts of omission complained of,*] whereby the said plaintiff hath sustained damages to the amount of ———.

All which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in an Action upon a Written Contract.

Peter Plaintiff, complains that *Daniel Defendant*, contracted with him in the manner set forth in a written contract, a copy whereof is herewith filed, and that he has not performed the said contract in this, that is to say, [*state the acts or omissions complained of, whereby the said plaintiff hath sustained damage.*] All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

If there are several written contracts, say as to the first, after the word '*filed*,' '*marked No.*' . . . repeat the complaint as often as there are contracts, in the manner directed in the section 5th, page 15, Part second; distinguishing each contract by its No.

Form of a Complaint in Debt on a Written Instrument.

Peter Plaintiff, complains that *Daniel Defendant*, is indebted to him by virtue of the written instrument, a copy of which is herewith filed, as will appear thereby, and has neglected to pay said debt. All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in debt on a Written Instrument, where the debt does not appear on the face of the instrument alone.

Peter Plaintiff, complains that *Daniel Defendant*, is indebted to him by force of the written instrument, a copy of which is herewith filed; because he says that, [*insert facts necessary to establish the debt,*] and that the said *Daniel Defendant*, has neglected to pay the said debt. All of which the plaintiff is ready to prove.

PETER PLAINTIFF.

N. B. The mere lapse of time bringing a debt due, is not a fact which renders it necessary to have recourse to the last form.

For the form of a complaint in debt on an open account, see sec. 8. page 15.

Form of a Complaint in an Action of Specific Performance.

Peter Plaintiff, complains that *Daniel Defendant*, contracted with him in the manner set forth in an instrument of writing, a copy whereof is herewith filed, and although the said *Peter Plaintiff* hath performed his part of the said contract, yet the said *Daniel Defendant*, refuses to perform his part thereof in this, that is to say, [*state the acts or omissions complained of*] All which the said plaintiff is ready to prove, wherefore he prays judgment of specific performance of the said contract.

PETER PLAINTIFF.

Form of a Complaint in Injunction.

Peter Plaintiff, complains that *Daniel Defendant*, intends to [*state the act which it is intended to injoin,*] and that the said *Daniel Defendant*, ought not to

do the said acts, which he intends to do as aforesaid, because the said plaintiff says that [*insert the facts and circumstances which are relied upon as the ground of the injunction.*] All which the said plaintiff is ready to prove; wherefore he prays that the said *Daniel Defendant*, may be enjoined to abstain and desist from doing the said acts which he intends to do as aforesaid.

PETER PLAINTIFF.

Peter Plaintiff, makes oath according to law, that the facts stated in the above complaint, are true to the best of his knowledge and belief. Sworn before me.

HENRY HONEST,
Justice of the Peace.

Form of a Complaint in Replevin.

Peter Plaintiff, complains that *Daniel Defendant*, detained one pair of oxen belonging to the said plaintiff, being the same replevied in this action. All of which the said plaintiff is ready to prove

PETER PLAINTIFF.

Form of a complaint in Ejectment, on the Possession of the Plaintiff.

Peter Plaintiff complains that he was possessed of a certain piece of land, of the following description, [*insert description,*] and that *Daniel Defendant* unlawfully detains the said land from him. All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in Ejectment on the Possession of Another.

Peter Plaintiff complains that *George Grantor*, was possessed of a piece of land of the following description, to wit, [*insert description,*] that the title of the said *George Grantor*, hath lawfully come to him, the said plaintiff, and that *Daniel Defendant* unlawfully detains the said land from him. All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in Ejectment for Dower.

Priscilla Plaintiff, widow of *Peter Plaintiff*, complains that she was married to the said *Peter Plaintiff*, and that the said *Peter Plaintiff*, is dead, and that during the marriage, the said *Peter Plaintiff*, was possessed in absolute property of a certain piece of land of the following description, [*insert description.*] By means of all which the said *Priscilla Plaintiff*, is entitled to dower in said land, which dower *Daniel Defendant*, unlawfully detains from her. All of which the said plaintiff is ready to prove.

PRISCILLA PLAINTIFF.

Form of a Complaint in Ejectment upon Title.

Peter Plaintiff, complains that he is entitled to a piece of land, of the follow-

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ing description, [*insert description,*] by virtue of a deed herewith filed, from *Daniel Defendant*, to him [*or to George Grantor*, whose title hath lawfully come to the said plaintiff,] and that the said *Daniel Defendant* unlawfully detains the said land from him. All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in Ejectment upon title derived from the Sheriff.

Peter Plaintiff, complains that a judgment was heretofore obtained by *Paul Purser*, against one *Daniel Defendant*, in the court of . . . . . in an action of debt, as will appear by a copy thereof, herewith filed, that an execution was issued thereon, directed to *David Diligent*, Sheriff of the . . . . . and that the said sheriff in pursuance thereof, sold certain lands of the said *Daniel Defendant* to *Peter Purchaser*, whose title hath since lawfully come to the said plaintiff, and that the lands so sold, are of the following description, [*insert description,*] and that the said *Daniel Defendant* detains the said lands from the said plaintiff. All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in Ejectment against a Tenant who holds Over.

Peter Plaintiff complains that he was possessed, of a piece of land of the following description, that is to say, [*insert description,*] that he leased the same to *Daniel Defendant*, for a term which expired on the . . . day of . . . last and that the said *Daniel Defendant* unlawfully detains the said land from him. All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Same by an Assignee of the Landlord against an Assignee of the Tenant

Peter Plaintiff complains that *George Grantor* was possessed of a piece of land of the following description, that is to say, [*insert description,*] that the said *George Grantor* leased the same to one *Richard Rentor*, for a term which expired on the . . . day of . . . last, that the title of the said *George Grantor* in the premises, hath since come lawfully to the said *Peter Plaintiff*, and that of the said *Richard Rentor* to one *Daniel Defendant*, and that the said *Daniel Defendant*, unlawfully detains the said land from him. All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in Ejectment against a Tenant who has forfeited his lease by nonpayment of Rent.

Peter Plaintiff, complains that he was possessed of a piece of land of the following description, that is to say, [*insert description,*] that he leased the same to *Daniel defendant*, by an instrument of writing, which [*or a copy of which,*] is herewith filed, and which contains a stipulation that in case the rent shall at any time be due, behind and unpaid, for the space of . . . . after the day of payment, provided for in the said instrument, that the said plaintiff shall have a right to re-enter upon the said land. That on the . . . day of . . . in the year one thousand . . . one years rent of the land

became due, and is still due, behind and unpaid, at this time, being more than . . . . after the said day of payment, by means whereof the said *Daniel Defendant* hath forfeited all title to the said land, notwithstanding, which the said *Daniel Defendant* unlawfully detains the said land from him, the said plaintiff. All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Same where the Interest has been Assigned.

Peter Plaintiff complains that *George Grantor* was possessed of a piece of land of the following description, that is to say, [*insert description,*] that the said *George Grantor* leased the same to *Richard Renter*, by an instrument of writing, which [*or a copy of which,*] is herewith filed, and which contains a stipulation that in case the rent shall be at any time due, behind and unpaid for the space of . . . . after the day of payment, provided for in the said instrument, that the said *George Grantor*, or his assigns, should have right to re-enter upon the said land. That on the . . day of . . . one thousand . . . . one years rent of said land became due, and is still due, behind and unpaid, at this time, being more than . . . . after the said day of payment. That the title of the said *George Grantor* in the premises, hath lawfully come to the said *Peter Plaintiff*, and that of the said *Richard Renter*, to *Daniel Defendant*, who has not paid the said rent, by means whereof he has forfeited all title to the said land, notwithstanding which, the said *Daniel Defendant* unlawfully detains the said land from him the said *Peter Plaintiff*. All of which he is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in Damages to Real Property.

Peter Plaintiff complains that he was possessed of a piece of land of the following description, that is to say, [*insert description,*] and that *Daniel Defendant* came upon the said land and cut down ten trees, [*or pulled down a house, or consumed the grass with his cattle, or whatever else the injury may have been,*] by means whereof the said plaintiff hath sustained damage to the amount of . . . . All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in Damages to Real Property not in Actual Possession of the Plaintiff.

Peter Plaintiff complains that he was possessed of a piece of land of the following description, that is to say, [*insert description*] and rented the same to *Richard Renter*, for a term of . . . . . that during the said term, and while the said *Richard Renter* was in possession of the said land, under the said renting, *Daniel Defendant* came upon the said land and cut down ten trees, [or carried away, or as the damage may be,] by means whereof the said plaintiff hath sustained damage. All which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in Damages to Personal Property.

Peter Plaintiff complains that he was possessed of [*or owned*] a pair of oxen,

and that *Daniel Defendant* took the same out of his possession, *and still detains them*, whereby he hath sustained damage. All of which the said plaintiff is ready to prove.

PETER PLAINTIFF.

Form of a Complaint in Damages for Injuries to the Domestic Relations.

Peter Plaintiff complains that *Daniel Defendant* beat *Philip Plaintiff*, the son [*or servant*] of said *Peter Plaintiff*, so severely that the said *Philip* was unable to render to the said *Peter* his accustomed services, as by reason of the relation subsisting between them, he ought to do, whereby the said plaintiff hath sustained damage. All of which he is ready to prove.

PETER PLAINTIFF.

N. B. The preceding forms of complaints are only models or specimens, and may be changed or modified, or new ones invented upon similar principles, to be used in cases not herein provided for.

Form of an Answer denying the Facts of the Complaint.

Daniel Defendant denies the truth of all the allegations in the complaint of *Peter Plaintiff* against him.

DANIEL DEFENDANT.

Form of an Answer, denying the Legal Right of the Plaintiff to Recover and also denying the truth of the Facts alleged in the Complaint.

Daniel Defendant, says that supposing all the allegations contained in the complaint of *Peter Plaintiff* against him, to be true, yet the said *Peter Plaintiff* has no legal right to recover against him in his action, (*) and he also denies the truth of all the allegations contained in the said complaint.

DANIEL DEFENDANT.

The words after the asterisk (*) are to be omitted, when it is intended to admit the facts.

Specimen of an Answer shewing new facts; Constituting two Defences.

Daniel Defendant denies the right of *Peter Plaintiff* to recover in this action, because he says that after the occurring of the facts stated in the complaint, it was agreed between the said Daniel Defendant, and the said Peter Plaintiff, that the said Daniel Defendant should give . . . and the said Peter Plaintiff receive . . . dollars, . . . cents in satisfaction of the injury complained of in said complaint, and that the said Daniel Defendant had actually paid, and the said Peter Plantiff received the said sum of money.

And also because the injury complained of in this complaint, was committed, and the cause of action accrued more than . . . years before the commencement of this action. All of which the said defendant is ready to prove.

DANIEL DEFENDANT.

Form of an Answer Alledging payment.

Daniel Defendant, denies that Peter Plaintiff is entitled, to recover in this action against him, because he says that he hath paid the debt in the complaint mentioned, to the said Peter Plaintiff. And this the said defendant is ready to prove.

DANIEL DEFENDANT.

Form of an Answer alledging Performance of a Contract.

Daniel Defendant, denies that Peter Plaintiff, is entitled to recover against him in this action, because he says that *he* has performed whatever he was required to perform, by virtue of the contract, in the complaint mentioned. And this the said defendant is ready to prove.

DANIEL DEFENDANT.

If the defendant be only a surety, or the defendants be several, sued together, for the default of one, instead of *he* in *italics*, say the said *Daniel Defendant*, or whatever else may be the name of the party charged with a default.

Form of an answer alledging Illegality of Consideration.

Daniel Defendant, denies that *Peter Plaintiff*, is entitled to recover against him in this action, because, he says, that the contract in the complaint mentioned, had relation to the Slave Trade, in this, that it was a contract to furnish rice to a vessel employed in the Slave Trade, and that the parties to the contract well knew that such was the case. And this the defendant is ready to prove.

DANIEL DEFENDANT.

Form of an Answer relying on Lapse of Time.

Daniel Defendant, denies that *Peter Plaintiff*, is entitled to recover against him in this action, because, he says, that the cause of action in the complaint mentioned, accrued more than . . . . . before the commencement of this action. And this the defendandt is ready to prove.

DANIEL DEFENDANT.

Form of a general Reply.

Peter Plaintiff, denies that the allegations contained in the answer of *Daniel Defendant*, to his complaint, furnish a sufficient defence to this action, *and he also denies the truth of the said allegations.*

PETER PLAINTIFF.

Specimen of a Reply of new Facts.

Peter Plaintiff, denies that the answer of *Daniel Defendant*, is sufficient to prevent his recovery, because, he says, that he the said *Peter Plaintiff*, was out of the county of . . . . . during part of the time which elapsed between the accruing of the cause of action in the complaint mentioned and the commencement of this action, and that the remainder of the

time which so elapsed does not amount to . . . . And this the plaintiff is ready to prove.

PETER PLAINTIFF.

N. B. All replies, complaints, and answers, must be endorsed on the back with the name of the case, in the manner of the orders on page 62.

Form of a Writ of Arrest, for not obeying a Summons.

Commonwealth of Liberia, to . . . Sheriff of the County of———— Greeting:

You are hereby commanded to arrest the body of Charles Careless, and bring him before the . . . . . for the . . . immediately to answer for disobeying a writ of summons issued out of this court, and duly served on him, requiring him to appear before the court as a witness in a case between Peter Plaintiff and Daniel Defendant [or for disobeying your summons to attend this court as a juryman, or additional juryman,] and have you there this writ.

Issued by the special order of this court, this . . day of . . . . in the year one thousand———.

{ L. S. }

PHILIP PENMAN,
Clerk of said Court.

The above form may be easily changed to apply to any other of the cases mentioned, page 20, sec. 5.

Form of a Summons for a Witness.

Commonwealth of Liberia, to Charles Careless, Greeting:

You are hereby summoned to appear before the . . . . . on the . . day of . . . next, to testify in a case between Peter Plaintiff and Daniel Defendant.

Issued this . . day of . . . in the year one thousand———.

{ L. S. }

PHILIP PENMAN,
Clerk of said Court.

Form of a Summons to produce a Paper.

Commonwealth of Liberia, to Charles Careless Greeting:

You are hereby summoned to appear before the . . . . . for the . . . . on the . . day of . . to testify, if necessary, in a case between Peter Plaintiff, and Daniel Defendant, and you are commanded to bring with you, [insert description of paper wanted,] to be used as evidence in said cause.

Issued this . . day of . . . in the year one thousand———.

{ L. S. }

PHILLIP PENMAN,
Clerk of said Court.

Form of a Commission to take Testimony.

Commonwealth of Liberia, to Charles Careful, named by the Sheriff, and Phillip Prudent, named by the Defendant, Greeting:

You are hereby authorized to take and reduce to writing, the examinations

and depositions of all witnesses, who may be produced before you by either party, in a case wherein Peter Plaintiff, is plaintiff, and Daniel Defendant, is defendant, now pending in the . . . . . for the . . . . . and send the said testimony with all papers mentioned therein, or connected therewith, and this writ to the said court, as soon as conveniently may be.

Issued the . . . day of . . . . in the year one thousand ———.

{ L. S. }

PHILIP PENMAN,
Clerk of the court.

Commissioners' Promise.

We and each of us, do solemnly, sincerely and truly promise, and affirm, that we will truly, faithfully and without partiality, take the examinations and depositions, of all witnesses adduced and examined before us, by virtue of the annexed commission.

CHARLES CAREFUL, }
PHILIP PRUDENT, } Commissioners.

Clerk's Promise.

I do solemnly, sincerely, and truly promise and affirm, that I will truly, faithfully, and without partiality take, write down, and transcribe the depositions and examinations, of all and every witness examined before the the Commissioners named in the annexed commission, so far as I am directed and employed by the said Commissioners or any of them so to do.

THOMAS TRUSTY,
Clerk to the Commissioners.

Form of Letter Rogatory.

Commonwealth of Liberia, to . . . . . Greeting:

You are hereby most respectfully requested to cause to appear before you, [insert names of witnesses,] and to examine them upon the interrogatories and cross-interrogatories herewith sent, and to cause their examinations and depositions to be reduced to writing, and send the same with all papers mentioned therein or connected therewith, to the . . . . . as soon as conveniently may be, to be used as evidence in a case in the said court, depending between . . . plaintiff, and . . . defendant, and upon occasion we shall gladly render you the like service.

Issued the . . . day of . . . in the year one thousand———.

{ L. S. }

PHILLIP PENMAN.
Clerk of said Court.

N. B. Any other form more agreeable to the authority to whom this request is addressed may be adopted.

Form of a Bond to return Goods taken in Replevin and restored to the defendant on motion.

KNOW all men, that we, *Daniel Defendant*, and *Samuel Surety*, do bind ourselves to *Peter Plaintiff*, that the said *Daniel Defendant*, or his administrators, will return to the said *Peter Plaintiff*, or his administrators, the goods which have been or may be restored to the said *Daniel Defendant*, by virtue of an order of the court . . . . . made on, ... in a case wherein the said *Peter Plaintiff* was plaintiff, and the said *Daniel Defendant*, defendant, if any court having jurisdiction on the said cause shall so direct. The penalty of this bond is . . . . dollars.

DANIEL DEFENDANT.
Witness, PHILLIP PENMAN. SAMUEL SURETY.

Form of an Order of Court to restore the Goods.

Peter Plaintiff vs. *Daniel Defendant.* } Action of replevin in the . . . . . for the . . . . . of . . . . . .

In this case, it is ordered, that the Sheriff restore to the defendant, the goods heretofore delivered to the plaintiff, by virtue of the writ of replevin in this case, the defendant having first given security in the usual manner. By order of the court.

{ L. S. } PHILIP PENMAN, Clerk.
The security has been given, PHILIP PENMAN, Clerk.
Received the following goods. [*insert the list,*] DANIEL DEFENDANT.

Form of a rule of Court referring a case to Arbitration.

Peter Plaintiff, vs. *Daniel Defendant.* } Action of . . . . in the . . . . . for the . . . . . of

On the application of the parties in this cause it is ruled and ordered, that the same be referred to *Philip Prudent*, and *Henry Honest*, as arbitrators under the law regulating arbitrations.

{ L. S. } PHILIP PENMAN, Clerk.

Form of an Order for the sale of Perishable Property.

Peter Plaintiff, vs. *Daniel Defendant.* } Action of . . . . in the . . . . . for the . . . . . of

It appearing that the following goods [*insert description,*] which have been taken by virtue of the attachment in this cause, are of a perishable nature, [*or expensive to keep,*] and that it is therefore for the interest of the parties, that the same should be sold, it is ordered that they be sold, and that a writ of sale be issued for that purpose.

JOHN JUST,
Chairman of the Court.

Form of a Petition for a rule to Arbitrate, where there is no case in Court.

The undersigned respectfully pray the . . . . . for the . . . of . . . . . that a rule of court may be made, referring all matters in dispute between them, to *Phillip Prudent* and *Henry Honest* as arbitrators, under the law regulating arbitrations, and that a case may be docketed in said court, for the purpose of confirming the award of the said arbitrators by a judgment, in which *Peter Plaintiff* may be made plaintiff, and *Daniel Defendant*, defendant.

PETER PLAINTIFF.
DANIEL DEFENDANT.

Form of the rule in the same case, to be Endorsed on the Petition for Arbitration.

Peter Plaintiff, vs. *Daniel Defendant* } The court having seen and considered the within petition, it is therefore ruled and ordered, that a case be docketed, as in the margin, and that all matters of dispute between *Peter Plaintiff* and *Daniel Defendant*, shall be referred as therein prayed. By order of the court.

{L. S.} PHILIP PENMAN,
Clerk.

Form of a Writ of Arrest issued by Arbitrators and an Order of Fine.

Commonwealth of Liberia, to . . . Sheriff of the County of———— Greeting:

You are hereby commanded to arrest the body of *Charles Careless*, and bring him before us immediately to answer for, [*insert the offence,*] and have there this writ.

. . . . day of . . . . in the year one thousand———.

PHILLIP PRUDENT,
HENRY HONEST.

rule of Court between . . . . . *and* . . . . .

Approved,

SAMUEL STRICT,
Justice of the Peace.

Return.

I have arrested the body of *Charles Careless* by virtue of the within writ, and now have him before the arbitrators.

DANIEL DILIGENT,
Sheriff.

Ordered, that *Charles Careless*, pay a fine of . . . dollars for his offence within named.

PHILLIP PRUDENT, HENRY HONEST. } Arbitrators as within.

Approved, SAMUEL STRICT,
Justice of the peace.

Form of an Award.

Peter Plaintiff, vs. *Daniel Defendant.* } In the . . . . . for the . . . . . of . . . . . .

The undersigned, having been appointed arbitrators in this case by rule of court, having given due notice of the time and place of meeting, to the parties, and having heard and duly considered the allegations and proofs on both sides, do award and determine that a judgment be entered, in favor of . . . for . . . and also for . . . the costs of this arbitration, and all the costs of court.

PHILLIP PRUDENT, }
HENRY HONEST, } Arbitrators.

Form of an Objection to an Award.

Peter Plaintiff, vs. *Daniel Defendant,* } In the . . . . . for the . . . . *Daniel Defendant,* objects to the award filed in this case for the following reasons, that is to say, [*insert reasons.*]

Daniel Defendant, makes oath, according to law, that the facts stated in the above instrument of writing are true, to the best of his knowledge and belief.

Sworn before me, SAMUEL STRICT,
Justice of the Peace.

Form of an Order to set aside an Award.

Peter Plaintiff, vs. *Daniel Defendant.* } In the . . . . . for the . . . . . of . . . . . .

The court having heard, and duly considered the allegations and proofs of the parties in this case, and having considered the award, and the objections thereto, do order that the said award be set aside, and that the case be referred to arbitrators with instructions, that, [*insert instructions,*] or [*that the case be tried by a jury.*]

By order of the Court.

{ L. S. } PHILLIP PENMAN, Clerk.

N. B. If there be no issue in the case, the court may direct the parties to make up one.

Form of a Rule of Reference without consent.

Peter Plaintiff, vs. *Daniel Defendant,* } In the . . . . . for the . . . . . of . . . . . .

This case, presenting complicated accounts, not fitted to be unravelled by a jury, it is ruled and ordered by the court, that it be referred to *Philip Prudent* and *Henry Honest*, as Arbitrators, under the law regulating arbitrations and references. By order of the court.

{ L. S. } PHILIP PENMAN, } Clerk.

Form of a Writ of Execution.

Commonwealth of Liberia, to . . . Sheriff of the . . . Greeting:
You are hereby commanded to seize and expose to sale, the goods and chattels of *Daniel Defendant*, until you have raised the sum of . . . with interest thereon, at the rate of . . . per cent, from the . . . day of . . . . in the year . . . until payment shall have been made, and the sum of - - - costs, and if you cannot find any goods or chattels of the said *Daniel Defendant*, to arrest his body and bring him before the . . . . . or the judge thereof, to be dealt with according to law, unless he will pay you the said sum of money, and interest as aforesaid, or shew you property to seize and sell for the same, and as soon as the said sum of money, is paid, or raised, you are to pay over the said sum to *Peter Plaintiff*, in satisfaction of a judgment he has obtained against the said Daniel Defendant in the said court, [*if issued by a justice of the peace, say before me,*] in an action of . . . and how you shall execute this writ, you shall make known to the said court, on the - - - in - - - in the town of - - - when its next session will be held, and have you there this writ.
Issued the . . . day of . . . in the year one thousand———.

{ L. S. }
{ }

PHILIP PENMAN,
Clerk of said Court.

N. B. The form of a schedule under a writ of execution is exactly that under an attachment, substituting the writ of '*execution*' for that of an '*attachment.*'

Form of a Writ of Sale.

Commonwealth of Liberia, to . . . Sheriff of the . . . Greeting;
You are hereby commanded to sell, to the best bidder, the property now in your hands, by virtue of a writ of execution [*or attachment*] issued out of the . . . . . at the suit of *Peter Plaintiff* against *Daniel Defendant* or so much thereof, as will produce the sum of . . . with interest, after the rate of . . . per cent, per annum, from the . . . day of . . . in the year . . . until payment is made, and the sum of . . . as costs, and to pay over the said sums, or the proceeds of said sale, if sufficient, to the said *Peter Plaintiff*; and how you shall execute this writ make known to the said court, at its next session, to be held on the . . . in . . . in the town of . . . and have you there this writ.
Issued this . . . day of . . . in the year one thousand———.

{ L. S. }
{ }

PHILIP PENMAN,
Clerk of said Court.

Form of a Writ of Sale of perishable or expensive goods, under an order in the form, on page 63.

Commonwealth of Liberia, to . . . Sheriff of the . . . Greeting:
You are hereby commanded to sell the following perishable [*or expensive*] goods, [*insert the list*] now in your hands, by virtue of a writ of attachment, issued out of the . . . . . for the . . . . . at the suit of *Peter Plaintiff*, against *Daniel Defendant*, and to have the proceeds thereof, and this writ before the said court, as soon as conveniently may be, and at least, on

the . . . in . . . when the next session of said court will be held in the town of . . .

Issued this . . . day of . . . in the year one thousand——.

{ L. S. }

PHILIP PENMAN,
Clerk of said Court.

Form of a Writ of Possession.

Commonwealth of Liberia, to . . . Sheriff of the . . . Greeting:

You are hereby required, to put *Peter Plaintiff*, in possession of the following named property, [*insert the list*] which is now in possession of *Daniel Defendant*, and to the possession of which the said *Peter Plaintiff* is entitled, by virtue of a judgment of the . . . of the . . . in an action of . . . in which . . . was plaintiff, and . . . . defendant, which judgment was rendered at . . . term, in the year eighteen hundred and . . . and how you shall execute this writ, make known to the said court, on the . . . in . . . when the next session of said court will be held, in the town of . . . and have you there this writ.

Issued this . . . day of . . . in the year one thousand——.

{ L. S. }

PHILIP PENMAN,
Clerk of said Court.

Form of a Writ of possession, in favor of a purchaser at Sheriff's sale, directed to a Coroner, or an Elizor

Commonwealth of Liberia, to *Thomas Trusty*, Coroner, (or Elizor,) Greeting:

You are hereby commanded to put *Paul Purchaser* in possession of the following named property, [*insert the list,*] now in the possession of *David Diligent*, sheriff of the county of . . . which the said *Paul Purchaser*, has bought at a sheriff's sale, held by the said David Diligent, by virtue of a writ of . . . . issued out of the . . . . for the . . . . in a case wherein . . . was plaintiff, and . . . defendant, and how you shall execute this writ, make known to the said court, on the . . . . in . . . . when the said court will hold its next session in the town of . . . . at the hour of . . . o'clock, and have you there this writ.

And you are hereby authorised to act with the powers of a Sheriff, in the premises. Issued by the special order of this court, this . . . day of . . . . in the year one thousand——.

{ L. S. }

PHILIP PENMAN,
Clerk of said Court.

Same, directed to a Sheriff.

Commonwealth of Liberia, to . . . Sheriff, of the . . . Greeting:

You are hereby commanded to put *Paul Purchaser* in possession of the following named property, [*insert the list*] now in possession of *Daniel Defendant*, which the said *Paul Purchaser* has bought at a sheriff's sale, held by him the said . . . sheriff, by virtue of a writ of . . . issued out of the . . . . for the . . . in a case wherein . . . was plaintiff, and the said *Daniel, Defendant* defendant, and how you shall execute this writ, make known to the said court, on the . . . in . . . in the town

- - - - when its next session will be held, at the hour of - - o'clock.
Issued by special order of the court, this - - - day of - - - in the year one thousand———.

{ L. S. } PHILIP PEYMAN, Clerk.

Form of a dischorge of an Insolvent

Daniel Defendant, having complied with the law relative to insolvent debtors, is hereby discharged from arrest, and from all future arrest, for any debts he may now owe, or in any action to which he may now be liable, except actions for injuries to the person, reputation, or the domestic relations of any person.
Dated the - - - day of - - - in the year one thousand———.

JOHN JUST,
Chairman of the Court.

Form of an appointment of a temporary Trustee, for the benefit of the Creditors of an insolvent debtor.

Daniel Defendant, an insolvent debtor, having been discharged, *Henry Honest*, is hereby appointed, to take charge of his property, and call a meeting of his creditors to elect a Trustee to act for their benefit.

JOHN JUST,
Chairman of the Court.

Form of a certificate of the election of a Trustee,

To JOHN JUST, Chairman of the Court of . . . . . .
These are to certify, that at a meeting of the creditors of *Daniel Defendant*, an insolvent debtor, discharged by you, called by *Henry Honest*, the temporary trustee, by you appointed, *Henry Honest* was duly elected trustee for the benefit of said creditors.

PETER PLAINTIFF,
CHARLES CREDITOR,
HENRY HONEST, } Creditors present.

Form of a Trustee's Bond.

KNOW all men, that we, *Henry Honest*, and *Samuel Surety*, do bind ourselves to the creditors of *Daniel Defendant*, an insolvent debtor, and to each of them seperately, that the said *Henry Honest*, shall and will, well and faithfully perform the duties of trustee, for the benefit of the creditors of the said *Daniel Defendant*, and that we will indemnify them, from all loss which they may sustain, by reason of any misconduct of the said *Henry Honest*, as trustee as aforesaid. The penalty of this bond is . . . dollars.
Witness our hands, this - - - day of - - - in the year one thousand———.

Witness,
JOHN JUST,

HENRY HONEST,
SAMUEL SURETY.

Form of Order Confirming Trustee.

Henry Honest, having been duly elected trustee for the benefit of the creditors of *Daniel Defendant*, an insolvent debtor, and having given bond and security according to law, all the property, real and personal, of the said *Daniel Defendant*, is by operation of law, vested in the said *Henry Honest*, as if the said *Daniel Defendant* were dead, and the said *Henry Honest* were his administrator and the said *Henry Honest*, is hereby ordered, to take possession of the said property, and administer it, in the same manner as an administrator, except that he shall make no difference between real and personal property.

JOHN JUST,
Chairman of the Court.

Form of an Oath of an Insolvent Debtor.

You, *Daniel Defendant*, do solemnly promise and swear, in the presence of the Omniscient and heart searching God, that the schedules which you have produced before me, contain a just and true account of your debts and property, and of the debts due to you, as far as you can at present ascertain them, and that you will discover any property or debts, not mentioned in your said schedules, which you may hereafter discover, and that you have not in expectation of making the application, which you have this day made, for a discharge as an insolvent debtor, done any act to diminish your estate, or injure your creditors, or to prevent them, or any of them, from obtaining their just proportions of your property, as you will answer the same to the Great Judge of the quick and dead.

I swear to the above oath, the - - - day of - - - in the year one thousand———.

DANIEL DEFENDANT.

Subscribed by *Daniel Defendant*, and sworn to, the day above written, before me.

JOHN JUST,
Chairman of the Court.

Form of a Bond for the Appearance, of an Insolvent Debtor.

KNOW all men, that we, *Daniel Defendant* and *Frederick Friendly*, do bind ourselves to the creditors of the said *Daniel Defendant*, an insolvent debtor, and to each of them seperately, that the said *Daniel Defendant* shall, and will upon due notice, appear in the - - - - - - - - at any time within - - - - - - hereafter, to answer any allegations or interrogatories that they, or any of them, may file against him, and in default, that we will pay all the debts of the said *Daniel Defendant*, not exceeding the whole penalty of this bond. The penalty of this bond is - - - dollars

Witness our hands this - - - day of - - - in the year one thousand ———.

DANIEL DEFENDANT,
FREDERICK FRIENDLY,

Signed in my presence and approved,

JOHN JUST,
Chairman of the Court.

Form of a Writ of Assistance, requiring the Sheriff to Summon all Persons to Suppress a Riot.

Commonwealth of Liberia, to . . . . Sheriff of - - - - - - - - Greeting:

Whereas it hath been made to appear to the undersigned, two justices of the peace for, - - - - - - - that there is *danger* of a riot in the township of - - - - - - - now, therefore, you are required to summon a sufficient number of male persons to your assistance, and immediately to quell and suppress all riots and unlawful assemblies, and maintain the authority of government, in the said township.

SAMUEL STRICT,
HENRY HONEST,
Justices of the Peace.

Form of a Warrant of Arrest Against an Offender.

Commonwealth of Liberia, to *Thomas Trusty* Constable for the County of - - - - or any other constable for said county:

You are hereby commanded to arrest the body of *Charles Careless*, charged upon the oath of *Thomas Testify*, with [*insert description of the offence.*] and bring him before me, or some other Justice of the Peace for the county aforesaid, to answer for the said offence, and for so doing, this shall be your warrant.

Issued this - - - day of - - - - in the year one thousand———.

SAMUEL STRICT,
Justice of the Peace
for the county of - -

If the offence be one, which the justice has power to try, and dispose of finally, he is to do so, and endorse the conviction or acquital, on the warrant.

Form of a Conviction.

Charles Careless, is convicted of the within offence, and sentenced to [*insert sentence,*] this - - - - day of - - - - in the year one thousand———.

SAMUEL STRICT,
Justice of the Peace.

Form of an Acquittal.

Charles Careless, is acquitted of the within offence on this - - - day of - - - in the year one thousand———.

SAMUEL STRICT,
Justice of the Peace.

If the offence be one, which the justice hath not jurisdiction to try, and finally dispose of, and he is satisfied that there are not sufficient grounds, to hold the accused to bail he is to endorse on the warrant, '*warrant discharged*,' and sign as above. If he thinks that there are sufficient grounds to hold the accused to bail, he is to require him to execute a bail bond, with sufficient security, in his discretion, in the following form.

Form of a Bail Bond to answer a Criminal Accusation.

Know all men by these presents, that we *Charles Careless* and *Frederick Friendly*, do bind ourselves to the Commonwealth of Liberia, that the said *Charles Careless* will appear before the . . . . . for the . . . . . on the . . . day of . . . in the year one thousand . . . to answer a charge of [*insert description of offence as in warrant,*] and will remain in said court until duly discharged, and will, if convicted of the said offence, surrender himself into the custody of the sheriff of the county of . . . to undergo the sentence of the law. The penalty of this bond is . . . dollars.

CHARLES CARELESS,
FREDERICK FRIENDLY.

Witness;
SAMUEL STRICT.

If the offence be capital, or the accused cannot find proper bail, the justice of the peace must commit him.

Form of a Commitment to answer a Criminal Accusation.

Commonwealth of Liberia, to . . . Sheriff of the county of . . . Greeting:

Receive into your custody, the body of *Charles Careless* herewith sent, and him safe keep, so that you have his body before the . . . . . for the . . . . . to be held on the . . . day of . . . in the year one thousand . . . to answer a charge of [*insert description of offence as in warrant,*] unless the said *Charles Careless*, shall have been before that time, discharged, out of your custody, in due course of law, and for so doing, this shall be your sufficient warrant.

Issued this . . . day of . . . in the year one thousand———.

SAMUEL STRICT
Justice of the Peace.

If the justice has doubts of the propriety, of fully committing, or finally discharging the accused, he may commit him for further examination.

Form of a Commitment for further Examination.

Commonwealth of Liberia, to . . . Sheriff of the county of . . . Greeting:

Receive into your custody, the body of *Charles Careless*, herewith sent, charged on oath of *Thomas Testify*, with, [*insert description of offence,*] and him safe keep, until he is discharged out of your custody, in due course of law, so that he may be brought before the proper authorities, for further examination touching the said charge, and for so doing, this shall be your sufficient warrant.

Issued this - - - day of - - - in the year one thousand———.

SAMUEL STRICT,
Justice of the Peace.

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