

for longer than an hour, four shillings and sixpence per hour or portion of an hour.

Travelling expenses are allowed to witnesses at a reasonable rate.

A witness residing in the town in which the Court is held, is bound to appear, although he may refuse to give evidence until his expenses are paid him ; but a witness residing at a distance is not obliged to attend, unless an amount sufficient to cover his reasonable travelling expenses has been tendered to him.

The following are the fees taken by the Clerks of the Court, exclusive of Messenger's fees and stamps :—

	s.	d.
Recording Pleint	1	0
Issuing Summons	1	0
Copy to serve (each)	0	6
Copy of Bill or Note (each)	0	3
Copy of other document	1	0
Recording appearance of Defendant or default	0	6
Entering Plea	0	6
Filing Agent's Power (each)	0	6
For every witness examined	0	6
Entering Judgment	0	6
Taking down evidence, per sheet of 100 words	0	6
Recording any Judgment or order of Court	0	6
Notice of Judgment	2	0
Copy of Judgment to accompany any Messenger's Return ...	1	0
Order of Court for opening Judgment at the request of Defendant	1	0
Office copy thereof to serve on Plaintiff	0	6
Warrant of Execution or Arrest	2	0
Taking and filing security for restitution.....	2	0
Production of, or reference to, any original record, entry, or document (each)	0	6
Noting an Appeal	1	0
Certifying proceedings on appeal, per sheet	0	6
Every Certificate.....	1	0
Taxation of costs, each party	1	0

The fees allowed to the Messenger for service of processes and other duties are as under :—

Service of any summons or notice in the town or place where Court held.....	s. d.	1 6
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	s.	d.
Service beyond the limits of and within five miles from town	3	0
Making return	1	0
Service at a greater distance than five miles, per day for every day's distance	4	6
To this is to be added horse-hire, at a rate to be fixed by the Magistrate.		
Summons to comply with judgment	1	6
Making inventory	1	6
Notice of seizure	1	6
Security for production of goods	3	0
Notice of sale	1	0
Executing warrant of ejection	5	0
Making return	1	0
Executing order for seizing and arresting moveable property in security for rent, when the same is not sold	5	0
Making inventory of such property and notice of seizure.....	1	6
Taking security for the production of moveable property arrested under any such order as aforesaid.....	2	6
Notice of sale of property attached in security for rent, and sold by consent.....	1	6
On all amounts not paid by the debtor on the summons of the Messenger.....	2½ per cent.	

The costs in Magistrates' Court cases are taxed by the Clerk of the Court, subject to the review of the Magistrate, who, where he shall consider it reasonable, may allow any expense not provided for in the above schedules, and which is not prohibited by any rule of Court.¹

SECTION XIX.

Interest.

Interest may be claimed on all liquid documents, from the date of their falling due up to the day of payment, at the rate of six per cent. per annum; but in illiquid cases it is not the usual practice to allow interest, unless it can be shown that notice has been given to the debtor, that if the amount be not paid by

¹ Act No 20, 1856, Rule 36, Schedule B

a given time, interest will be charged. An exception exists where a special understanding or custom as to payment of interest can be proved. In all cases the interest charged must be at a reasonable rate.

SECTION XX.

General Remarks.

For the guidance of Agents and others practising in the Courts of Resident Magistrates, in drawing summonses, a number of Forms will be found in the Appendix to this work, which may be made applicable to almost every case. The forms, however, relating to actions of ejection, forms of summons for civil imprisonment, and warrants of execution and arrest, are so fully given in the schedule of the Magistrates' Court Act that it has not been thought necessary to furnish them in this work.¹

No charge for demand is allowed in the taxing of costs between party and party in the Resident Magistrates' Courts, and the agent's commission cannot be recovered from the defendant, but must be borne by the plaintiff. There is no rule as to the amount of commission on the recovery of debts that may be charged to his principal by an agent, it being usually the subject of special agreement. Where no agreement exists, five per cent. on amounts under twenty pounds, and two-and-a-half per cent. on higher amounts, may be deemed a reasonable rate to charge on all accounts recovered, exclusive of a charge for demand in cases where the amount is not eventually recovered by the agent.

In conclusion, we would remind the agent that certain actions or suits must be brought within a certain time from the period when the debt was contracted, otherwise he may be debarred by prescription from obtaining a judgment.

¹ Act No. 20, 1856, Schedule B, Rules 50 to 57.

Act No. 6 of 1861 provides that, under certain exceptions, no suit or action can be maintained on any liquid document after the expiration of eight years from the time when the cause of action arose, neither can any suit be maintained after the expiration of the same period in the following cases, namely, actions for goods sold and delivered, money lent, money had and received, rent, money claimed on an admission of an account stated, money due on an award, purchase money of fixed property, work and labour and materials provided, and money claimed upon a policy of insurance.

It is also provided that, should the cause of action have already arisen when this Act was promulgated, the period of eight years is reckoned from the taking effect of the Act, namely, the 14th of August, 1861, so that virtually this portion of the Act is not yet in force, nor will be until the 14th August, 1869.

But the period of prescription is limited to three years (and is therefore now in effect) in the following cases, namely :—Actions for advocates' or attorneys' fees, and also those of notaries, conveyancers, surveyors, and medical men, bakers', butchers', tailors', dress-makers', or shoemakers' bills, and lastly, wages of clerks and servants.

Should, however, any engagement or promise in writing be given by the debtor within the said three years in any of the lastmentioned cases, such engagement is not prescribed for eight years from its date, or from the date on which payment was undertaken to be made.

Judgment debts and bonds are not affected by the Prescription Act.
