

exhibit an affidavit,\* of at least two persons, stating that the property had been only advertised and put up at public auction, when only a certain sum was bid for the same. And if the Judge be then satisfied that all has been done as properly and fairly as if the owner himself had been selling his own property, he is to direct the same to be sold at a reduced price, but not for less than a sum which he in his discretion is to fix. A minute† of such order is to be entered by the Registrar in the Assigment Book, and the property is then to be offered again to sale by public auction.

When the proceeds are brought into the Registry, the Registrar may pay out of the Court to the party proceeding, on his application for that purpose, the amount of the debt pronounced for, together with the costs of the suit, the same being first duly taxed and allowed by the Judge.

When a decree pronouncing for the interest of a party proceeding by default has been signed by the Judge, if any other party should also proceed against the property, he will be entitled, on motion of Counsel, to have his interest pronounced for by an interlocutory decree,‡ after the warrant has been returned two, months, and a second default has been incurred in his particular suit. On this occasion a similar affidavit must be exhibited to that required on obtaining the decree for the interest of the party who had originally proceeded by default.

The balance of proceeds, if any remain in the Registry after satisfying the amount pronounced for and costs, may, on production of the Ship's Register, or other satisfactory evidence of ownership, be paid out to the owner. But if his application be made within a year and a day from the return of the warrant, he is to give bail to answer latent demands.§

The sufficiency of sureties is to be reported upon by the Marshal, and the bail must be given in the manner hereinafter mentioned respecting, bail to answer an action in a contested suit.

In a case proceeding by default or in *pœnam*, the owners of the property are to be allowed to contest the suit at any time before the expiration of a year and a day from the return of the warrant; but if they neglect to appear until they have been pronounced in default, they must on appearing, pay contumacy fees, viz., all the costs occasioned by such their neglect, including the charges for keeping possession beyond the time specified in the warrant for its return, which costs are to be taxed by the Court.

### § 11. Contested Suits

In contested suits the property remains in the custody of the Court, but if the release thereof be a material object to the owner, or to the party defendant, it may be delivered to him on sufficient bail by two persons severally in the amount for which the action has been entered. Causes of possession, however, are not bailable unless by the special direction of the Judge. Bail to answer an action, and all bail bonds or recognizances are to be given, in the following manner:

The Proctor who is to produce the sureties is to furnish the Marshal and also the adverse Proctor with the particulars, in writing, of the names of the proposed bail, their address and occupation; and the Marshal, having made due enquiry as to their sufficiency, is to deliver his report || thereon to the Proctor proposing the bail, who is then to instruct the Registrar to prepare the bail-bond.¶ The Registrar, the two Proctors, and their sureties, are then to attend the Judge or Surrogate, and, upon the recognizances being duly entered into, the property is to be released upon an instrument\*\* to be drawn by the Marshal and issued immediately after bail has been given. This form is to be dispensed with when the bail is taken by commission.

\* See Form No. 54.

† See Form No. 55.

‡ See Form No. 56.

§ See Form of Bond, No. 57.

|| See Form of Report, No. 58.

¶ See Bail Bonds, No. 59 to 67.

\*\* See Form of Release, No. 68.