

*Status: This is the original version (as it was originally enacted).*

## SCHEDULES.

### FIRST SCHEDULE

Sections 24, 31, 37, 65.

#### PART I

*[The Forms in this Part of the Schedule owe subject to alteration from time to time by the Commissioners of Customs, with the consent of the Board of Trade.]*

#### FORM A.—BILL OF SALE.

Official No.	Name of Ship.	No., Date, and Port of Registry.		
No., Date, and Port of previous Registry (if any).				
Whether British or Foreign built.	Whether a Sailing or Steam Ship; and if a Steam Ship how propelled.	Where built.	When built.	Name and Address of Builders.
No. of Decks	Head - - -	Length from fore part of Stem, under the bowsprit, to the aft side of the Head of the Stern-post .		Feet.
No. of Masts	Framework and description of vessel	Length at quarter of depth from top of weather deck at side amidships to bottom of keel		Tenths.
Rigged - -	No. of Bulkheads	Mainbreadth to outside of Plank		
Stern . .	No. of water ballast tanks and their capacity in tons - -	Depth in Hold from Tonnage Deck to Ceiling at Midships		
Build - -		Depth in Hold from Upper Deck to Ceiling at Midships in the case of three Decks and upwards		
Galleries -		Depth from top of Beam amidships to top of Keel		
		Depth from top of Deck at side amidships to bottom of Keel		
		Round of Beam		
		Length of Engine Room, if any		

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PARTICULARS OF DISPLACEMENT.

Total to quarter the depth from weather deck at side amidships to bottom of keel - tons. Ditto per inch immersion at same depth - - - - - tons.

PARTICULARS OF ENGINES (if any).

No. of Engines.	Description.	Whether British or Foreign made.	When made.	Name and Address of Makers.	No. of and Diameter of Cylinders.	Length of Stroke.	N. H. P., I. H. P., Speed of Ship.
	Engines.		Engines.	Engines.			
	Boilers.		Boilers.	Boilers.			
	Number - - -						
	Iron or Steel - - -						
	Pressure when loaded						

PARTICULARS OF TONNAGE.

GROSS TONNAGE.	No. of Tons.	DEDUCTIONS ALLOWED.	No. of Tons.
Under Tonnage Deck - - -		On account of Space required for Propelling Power - - -	
Closed-in Spaces above the Tonnage Deck, if any:		On account of Spaces occupied by Seamen or Apprentices, and appropriated to their use, and certified under the regulations scheduled to this Act. These Spaces are the following, viz.:	
Space or Spaces between Deck -		On account of space used exclusively for accommodation of master, for the working of the helm, the capstan and the anchor gear, or for keeping the charts, signals, and other instruments of navigation, and boatswains stores, and for space occupied by donkey engine and boiler, and in case of sailing ships for space used for storage of sails -	
Poop - - - - -			
Forecastle - - - - -			
Round house - - - - -			
Other closed-in Spaces, Spaces for Machinery, Light and Air, if any - - - - -			
		Cubic Metres.	
Gross Tonnage - - - - -			
Deductions as per Contra - - - - -			
Registered Tonnage - - - - -		Total Deductions - - - - -	

\* "I" or "we."  
 † "Me" or "us."  
 ‡ "I" or "we."  
 § "Myself and my" or "ourselves and our."  
 ¶ "His," "her," or "their."  
 ¶ "I" or "we."  
 \*\* If there be any subsisting Mortgage, or outstanding Certificate of Mortgage, add "save as appears by the Registry of the said Ship."  
 NOTE.—A Purchaser of a Registered British Vessel does not obtain a complete title until the Bill of Sale has been recorded at the Port of Registry of the Ship; and neglect of this precaution may entail serious consequences.

in consideration of the sum of \_\_\_\_\_ paid to† \_\_\_\_\_ by \_\_\_\_\_ the receipt whereof is hereby acknowledged, transfer \_\_\_\_\_ shares in the ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances, to the said \_\_\_\_\_.

Further‡ \_\_\_\_\_ the said \_\_\_\_\_ for§ \_\_\_\_\_ heirs covenant with the said \_\_\_\_\_ and¶ \_\_\_\_\_ assigns, that¶ \_\_\_\_\_ have power to transfer in manner aforesaid the premises herein-before expressed to be transferred, and that the same are free from incumbrances\*\* \_\_\_\_\_.

In witness whereof \_\_\_\_\_ ha \_\_\_\_\_ hereunto subscribed \_\_\_\_\_ name \_\_\_\_\_ and affixed \_\_\_\_\_ seal this \_\_\_\_\_ day of \_\_\_\_\_ One thousand eight hundred and \_\_\_\_\_.

Executed by the above-named \_\_\_\_\_ }  
 in the presence of \_\_\_\_\_ }

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[Insert description of ship and particulars as in Bill of Sale.]

i. TO SECURE PRINCIPAL SUM AND INTEREST.

(<sup>a</sup>) \_\_\_\_\_ the undersigned \_\_\_\_\_  
in consideration of \_\_\_\_\_ this day lent to (<sup>b</sup>) \_\_\_\_\_  
by \_\_\_\_\_ do hereby for (<sup>c</sup>) \_\_\_\_\_ and (<sup>d</sup>) \_\_\_\_\_  
heirs covenant with the said \_\_\_\_\_ firstly  
That (<sup>a</sup>) \_\_\_\_\_ or (<sup>d</sup>) \_\_\_\_\_ heirs, executors, or adminis-  
trators, will pay to the said \_\_\_\_\_ the said sum  
of \_\_\_\_\_ together with interest thereon at the rate  
of \_\_\_\_\_ per cent. per annum on the \_\_\_\_\_ day of \_\_\_\_\_  
next; and secondly, that if the said principal sum is not paid on the  
said day (<sup>a</sup>) \_\_\_\_\_ or (<sup>d</sup>) \_\_\_\_\_ heirs, executors, or  
administrators, will, during such time as the same or any part  
thereof remains unpaid, pay to the said \_\_\_\_\_  
interest on the whole or such part thereof as may for the time being  
remain unpaid, at the rate of \_\_\_\_\_ per cent. per annum, by  
equal half-yearly payments on the \_\_\_\_\_ day of \_\_\_\_\_  
and \_\_\_\_\_ day of \_\_\_\_\_ in every year; and for better  
securing to the said \_\_\_\_\_ the repayment in manner  
aforesaid of the said principal sum and interest (<sup>a</sup>) \_\_\_\_\_ hereby  
mortgage to the said \_\_\_\_\_ shares, of which  
(<sup>e</sup>) \_\_\_\_\_ the Owner \_\_\_\_\_ in the Ship above particularly  
described, and in her boats, guns, ammunition, small arms, and  
appurtenances. Lastly, (<sup>a</sup>) \_\_\_\_\_ for (<sup>c</sup>) \_\_\_\_\_ and  
(<sup>d</sup>) \_\_\_\_\_ heirs, covenant with the said \_\_\_\_\_  
and \_\_\_\_\_ assigns that (<sup>a</sup>) \_\_\_\_\_ ha \_\_\_\_\_ power  
to mortgage in manner aforesaid the above-mentioned shares, and  
that the same are free from incumbrances (<sup>f</sup>) \_\_\_\_\_.

In witness whereof (<sup>a</sup>) \_\_\_\_\_ ha \_\_\_\_\_ hereto subscribed  
(<sup>d</sup>) \_\_\_\_\_ name \_\_\_\_\_ and affixed (<sup>d</sup>) \_\_\_\_\_ seal  
this \_\_\_\_\_ day of \_\_\_\_\_ One thousand eight hundred  
and \_\_\_\_\_  
Executed by the above-named \_\_\_\_\_ }  
in the presence of \_\_\_\_\_ }

(<sup>a</sup>) "I" or "we."  
(<sup>b</sup>) "Me" or "us."  
(<sup>c</sup>) "Myself" or "our-  
selves."  
(<sup>d</sup>) "My" or "our."

(<sup>e</sup>) "I am" or "we  
are."  
(<sup>f</sup>) Insert the day  
fixed for payment of  
principal as above.  
(<sup>g</sup>) If any prior in-  
cumbrance add, "save  
as appears by the  
Registry of the said  
Ship."

NOTE.—The prompt reg-  
istration of a Mort-  
gage Deed at the Port  
of Registry of the Ship  
is essential to the  
security of the Mort-  
gagee, as a Mortgage  
takes its priority from  
the date of production  
for registry, not from  
the date of the instru-  
ment.

ii. TO SECURE ACCOUNT CURRENT, &C.

Whereas (<sup>a</sup>) \_\_\_\_\_  
Now (<sup>b</sup>) \_\_\_\_\_ the undersigned \_\_\_\_\_  
in consideration of the premises for (<sup>c</sup>) \_\_\_\_\_ and (<sup>d</sup>) \_\_\_\_\_  
heirs, covenant with the said \_\_\_\_\_ and (<sup>e</sup>) \_\_\_\_\_  
assigns, to pay to him or them the sums for the time being due on  
this security, whether by way of principal or interest, at the times  
and manner aforesaid. And for the purpose of better securing to the  
said \_\_\_\_\_ the payment of such sums as last  
aforesaid, (<sup>b</sup>) \_\_\_\_\_ do hereby mortgage to the said \_\_\_\_\_  
shares, of which (<sup>f</sup>) \_\_\_\_\_ the Owner \_\_\_\_\_ in the Ship  
above particularly described, and in her boats, guns, ammunitions,  
small arms, and appurtenances.  
Lastly, (<sup>b</sup>) \_\_\_\_\_ for (<sup>c</sup>) \_\_\_\_\_ and (<sup>d</sup>) \_\_\_\_\_ heirs,  
covenant with the said \_\_\_\_\_ and (<sup>e</sup>) \_\_\_\_\_ assigns  
that (<sup>b</sup>) \_\_\_\_\_ ha \_\_\_\_\_ power to mortgage in manner aforesaid  
the above-mentioned shares, and that the same are free from incum-  
brances (<sup>g</sup>) \_\_\_\_\_.

(<sup>a</sup>) Here state by way  
of recital that there is an  
account current between  
the Mortgagor (describ-  
ing him) and the Mort-  
gagee (describing him);  
and describe the nature  
of the transaction so as  
to show how the amount  
of principal and interest  
due at any given time is  
to be ascertained, and  
the manner and time of  
payment.  
(<sup>b</sup>) "I" or "we."  
(<sup>c</sup>) "Myself" or "our-  
selves."  
(<sup>d</sup>) "My" or "our."  
(<sup>e</sup>) "His" or "their."  
(<sup>f</sup>) "I am" or "we  
are."  
(<sup>g</sup>) If any prior in-  
cumbrance add, "save  
as appears by the  
Registry of the said  
Ship."

NOTE.—The prompt reg-  
istration of a Mort-  
gage Deed at the Port

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In witness whereof <sup>(a)</sup> \_\_\_\_\_ ha \_\_\_\_\_ hereto subscribed  
<sup>(b)</sup> \_\_\_\_\_ name \_\_\_\_\_ and affixed <sup>(b)</sup> \_\_\_\_\_ seal \_\_\_\_\_  
 this \_\_\_\_\_ day of \_\_\_\_\_ One thousand eight hundred  
 and \_\_\_\_\_  
 Executed by the above-named \_\_\_\_\_ }  
 in the presence of \_\_\_\_\_ }

of Registry of the Ship is essential to the security of the Mortgage, as a Mortgage takes its priority from the date of production for registry, not from the date of the instrument.

<sup>(a)</sup> "I" or "we."

<sup>(b)</sup> "My" or "our."

#### FORM C.—TRANSFER OF MORTGAGE.

*[To be indorsed on the original mortgage.]*

<sup>(a)</sup> "I" or "we." <sup>(a)</sup> \_\_\_\_\_ the within-mentioned \_\_\_\_\_ in con-  
<sup>(b)</sup> "Me" or "us." sideration of \_\_\_\_\_ this day paid to <sup>(b)</sup> \_\_\_\_\_  
<sup>(c)</sup> "Him" or "them." by \_\_\_\_\_ hereby transfer to <sup>(c)</sup> \_\_\_\_\_ the  
<sup>(d)</sup> "I" or "we." benefit of the within written security. In witness whereof  
<sup>(e)</sup> "My" or "our." <sup>(d)</sup> \_\_\_\_\_ ha \_\_\_\_\_ hereunto subscribed <sup>(e)</sup> \_\_\_\_\_ name \_\_\_\_\_  
 and affixed <sup>(e)</sup> \_\_\_\_\_ seal \_\_\_\_\_, this \_\_\_\_\_ day  
 of \_\_\_\_\_ One thousand eight hundred and \_\_\_\_\_

Executed by the above-named \_\_\_\_\_ }  
 in the presence of \_\_\_\_\_ }

#### PART II

*Documents of which the forms are to be prescribed by the Commissioners of Customs and sanctioned by the Board of Trade.*

- Certificate of surveyor.
- Declaration of ownership by individual owner.
- Declaration of ownership on behalf of a corporation as owner.
- Certificate of registry.
- Provisional certificate.
- Declaration of ownership by individual transferee.
- Declaration of ownership on behalf of a corporation as transferee.
- Declaration of owner taking by transmission.
- Declaration by mortgagee taking by transmission.
- Certificate of mortgage.
- Certificate of sale.
- Revocation of certificate of sale or mortgage.