

any) of cross-appeal, and such arguments as he desires to submit to the High Court of Bombay against the appeal, or in support of the cross-appeal.

(3.) Copies thereof shall be furnished by the Court in which they are filed to such persons as the Court thinks fit.

37.—(1.) On the expiration of the time for the respondent filing his argument, the Court shall, without the application of any party, make up the record of appeal, which shall consist of the memorandum of appeal and the arguments (if any), and certified copies of the following, namely, the plaint, written statements (if any), all proceedings, all written and documentary evidence admitted or tendered, the notes of the oral evidence, the judgment, and the decree or order.

(2.) The several pieces shall be fastened together consecutively numbered, and the whole shall be secured by the Consular seal, and be forthwith forwarded by him to the High Court of Bombay.

(3.) The Court may, if for special reasons it thinks fit, send any portion of the documentary evidence, in original, to the High Court.

PART V.—PERSIAN AND FOREIGN SUBJECTS AND TRIBUNALS.

38.—(1.) Where a Persian subject or foreigner desires to bring in a Court established under this Order a suit against a British subject, or a British subject desires to bring in such a Court a suit against a Persian subject or foreigner the Court shall entertain the same, and shall hear and determine it.

(2.) Provided that the Persian subject or foreigner, if required by the Court, first obtains and files in the proper office of the Court the consent, in writing, of the competent authority, (if any), on behalf of his own nation to his submitting, and that he does submit by writing, to the jurisdiction of the Court, and if required by the Court, gives security to the satisfaction of the Court, and to such reasonable amount as the Court thinks fit, by deposit or otherwise, to pay fees, costs, and damages, and abide by, and perform, the decision to be given by the Court or on appeal.

(3.) A cross-suit shall not be brought in the Court against a plaintiff, being a foreigner.

(4.) Where a Persian subject or foreigner obtains, in a Court established under this Order, a decree or order against a defendant being a British subject, and in another suit that defendant is plaintiff and the Persian subject or foreigner is defendant, the Court may, if it thinks fit, on the application of the British subject, stay the enforcement of the decree or order pending that other suit, and may set off any amount decreed or ordered to be paid by one party in one suit against any amount decreed or ordered to be paid by the other party in the other suit.

(5.) Where a plaintiff, being a Persian subject or foreigner, obtains a decree or order, in a Court established under this Order, against two or more defendants, being British subjects, jointly, and in another suit one of them is a plaintiff and the foreigner is defendant, the Court may, if it thinks fit, on the application of the

British subjects, stay the enforcement of the decree or order pending that other suit, and may set off any amount decreed or ordered to be paid by one party in one suit against any amount decreed or ordered to be paid by the other party in the other suit, without prejudice to the right of the British subject to obtain contribution from his co-defendants under the joint liability.

(6.) Where in a suit a Persian subject or foreigner is co-plaintiff with a British subject who is within the Persian coast and islands, it shall not be necessary for the Persian subject or foreigner to give security under this Article as regards fees and costs, unless the Court so directs, but the co-plaintiff British subject shall be responsible for all fees and costs.

39.—(1.) Where it is proved that the attendance of a British subject to give evidence, or for any other purpose connected with the administration of Justice, is required before a Persian or foreign Court, a Court established under this Order may, if it thinks fit, in a case and in circumstances in which the Court would require the attendance of that person before the Court, order that he do attend as required.

(2.) If the person ordered to attend, having reasonable notice of the time and place at which he is required to attend, fails to attend accordingly and does not satisfactorily excuse his failure to the satisfaction of the Court, he shall, independently of any other liability, be liable to be punished with imprisonment for a term which may extend to two months, or with fine which may extend to 1,000 rupees (459-77 dollars), or with both.

40. When a British subject invokes or submits to the jurisdiction of a Persian or foreign Tribunal and engages in writing to abide by the decision of that Tribunal, or to pay any fees or expenses ordered by that Tribunal to be paid by him, the Court may, on such evidence as it thinks fit to require, enforce payment of such fees and expenses in the same manner as if they were fees payable in a proceeding in the Court, and shall pay over and account for the same when levied to the proper Persian or foreign authority as the Court may direct.

41.—(1.) If a British subject wilfully gives false evidence in a proceeding before a Persian or foreign Court, or in an arbitration between a British subject on the one hand, and a Persian subject or foreigner on the other hand, he shall, on conviction before a competent Court of Criminal Jurisdiction, be liable to be punished with imprisonment for a term which may extend to two months, or with fine which may extend to 1,000 rupees (459-77 dollars), or with both.

(2.) Nothing in this Article shall exempt a person from liability under any other British or British Indian Law to any other or higher punishment or penalty :

Provided that no person shall be punished twice for the same offence.

42.—(1.) Every Agreement for reference to arbitration between a British subject on the one hand and a Persian subject or a foreigner on the other hand, may, on the application of any party, be filed for execution in the office of the Court.

(2.) The Court shall thereupon have authority to enforce the Agreement, and the award made