

Litigation in the Royal Court

Introduction.....	3
Jurisdiction of the Petty Debts Court.....	3
Jurisdiction of the Royal Court.....	3
Some legal terms: plaintiff, defendant and person.....	4
Letter Prior to Action (seven day letter)	4
Simple summons.....	4
Form of simple summons.....	5
Service of a summons	6
The manner in which a summons is served and the “proper address” for service.....	6
The time required to serve a summons	7
Royal Court <i>Table</i>	8
Tabling the action	8
<i>Billet</i>	8
Obtaining a copy of the Court List (Royal Court <i>Table</i>)	9
Court Case reference number.....	9
Attending.....	9
Court	9
Time to arrive.....	9
Dress code.....	9
What papers to bring with you.....	10
The order of business.....	10
Composition of the court	10
Calling of the cases listed on the Table	10
Application by plaintiff for judgment where defendant fails to appear.....	11
Defendant appears in Court to defend the action and applies to place action on the Pending list.....	13
Adjourning the action	14
Adjournment to a fixed date	14
Adjournment sine die.....	14
The effect of an adjournment.....	15
Methods of seeking an adjournment of an action	15
Actions on the pending list	15
Particulars of Claim	16
Procedure after particulars of claim have been filed	17
Where a defendant fails to file an answer within the time stipulated by the Rules of Court: Rule 6/6(6).....	17
The plaintiff’s reply where the defendant files an answer.....	19
Discovery and inspection.....	19
Summons for Directions	20
Setting down an action for hearing before the Royal Court	20
Fixing a date for the hearing of an interlocutory summons (including a summons for directions) before the Master	20
Fixing a date for trial before the Royal Court.....	21
Production of bundles for the Trial Court.....	21
Practice Directions.....	21
Evidence and witnesses.....	23
Summoning witnesses.....	23
Witness <i>Billet</i>	23
Court fees for the trial	23
What to bring to Court	24
On the day of trial: arriving at Court	24

Procedure in Court	24
Questioning of Witnesses	25
Cross-examination	26
Re-examination	26
Act of Court recording judgment of Court	27
Viscount and enforcement proceedings	27
Interest.....	28
Schedule of common court fees which may be payable in relation to actions, commenced by simple summons.	29
Case Management.....	31
Other application (not covered by this guide).....	31
Jerseylaw website.....	31
Alternate dispute resolution and mediation	31
Useful contacts.....	32
Useful contact telephone numbers and addresses for other organisations.....	33
Definition of terms used in this guide.....	35
Annex 1	37
Specimen Summons – 1	37
Specimen Summons – 2.....	38
Specimen Billet – 1	39
Specimen Billet – 2.....	40
Specimen Billet – 3.....	41
Specimen Billet – 4.....	42
Specimen Particulars of Claim Form 1	43
Specimen Particulars of Claim Form 2	45
Specimen Particulars of Claim Form 3	51
Specimen Particulars of Claim Form 4.....	54
Annex 2	56
A sample letter of consent.....	56
Annex 3	57
Practice Direction RC 05/4	57
Annex 4.....	61
Specimen form of summons for directions.....	61

Introduction

1. This is a general guide designed to explain to a lay person the procedures involved in bringing a simple action in the Royal Court to recover a liquidated (or fixed) sum from a person resident in Jersey. The guide does not deal with instituting proceedings against a person who is not resident in the Island or proceedings involving (unliquidated) claims for general damages.
2. The [Royal Court Rules 2004](#) ¹ as amended (hereinafter referred to as the "Royal Court Rules") set out detailed procedural rules of Court and these are supplemented by [Practice Directions](#) ². This guide summarises some of the more important aspects of the procedural rules and Practice Directions. You should refer to the Rules and Practice Directions themselves for a definitive account.

Jurisdiction of the Petty Debts Court

3. In general terms, the Petty Debts Court ³ deals with claims with a monetary value of up to £10,000.00⁴. You should refer to the publication ***"Petty Debts Court: Claims Court Procedure"*** in connection with bringing an action before the Petty Debts Court as the procedures in that Court differ from those in the Royal Court. This Publication is available from the Petty Debts Court Greffe, Magistrate's Court Building, Union Street, St Helier. Tel 440081

Jurisdiction of the Royal Court

4. The Royal Court sits in public at 2.30pm every Friday afternoon, except at Christmas and Easter, to deal with new civil cases.
5. The Royal Court is situated in the:

Royal Court Building,

¹ http://www.jerseylaw.je/Courts/RoyalCourtRules/Royal_Court_Rules.aspx

² <http://www.jerseylaw.je/Courts/PracticeDirections/default.aspx>

³ Jersey has a Small Claims Court called the Petty Debts Court which at present has jurisdiction on liquidated and unliquidated claims up to £10,000. The Petty Debts Court is relatively informal and quite often matters are litigated by the parties in person. There is no right of appeal from a decision or order of the Petty Debts Court to the Royal Court unless on a matter of Law or in any case where a Petty Debts Court hearing has been dealt with in such a manner which would require judicial review.

⁴ The £10,000.00 figure is exclusive of any claim or interest on the amount of the claim. The Petty Debts Court (Miscellaneous Provisions) (Jersey Law 2000 – Article 1) The Petty Debts Court would have jurisdiction in a case where the claim (net of interest) amounted to £9,999.99 and the claim for interest amounted to £1,001.00, even though the sum of these two figures exceeds £10,000.00. The Petty Debts Court has an unlimited jurisdiction, where an action is brought to cancel a contract of lease (other than a contract of lease passed before the Royal Court where the rent payable at the time proceeding is instituted does not exceed £15,000.00 per annum.

Royal Square,
St. Helier,
Jersey,
JE3 2JG.

6. Access to the Royal Court is through the public entrance opposite the steps leading from the Royal Square to the Royal Court building.

Some legal terms: plaintiff, defendant and person

7. A **plaintiff** is the person who institutes legal proceedings (or sues) to recover a debt. A **defendant** is the person against whom legal proceedings are brought.

8. A "**person**" can be an individual, a limited liability company or an association or club. Any "person" can be represented in the Royal Court by an advocate. An individual can appear before the Royal Court on their own behalf. A company can be represented by a director or other duly authorised officer. An association or club can be represented by its duly appointed officer.

Letter Prior to Action (seven day letter)

9. Proceedings before the Royal Court are instituted by a summons. Before issuing a summons, the plaintiff should write to the defendant outlining the claim and demanding payment by a fixed date or within a stipulated period. The letter should clearly state that if payment is not made within the period specified legal proceedings will be implemented to recover the monies owed. The letter prior to action is sometimes called a "7 day letter" reflecting the period of time customarily given for payment in letters sent by lawyers acting for plaintiffs. Failure to issue a letter prior to action may result in an adverse award of costs being made against the plaintiff.

Simple summons

10. In Jersey legal proceedings before the Royal Court to recover a liquidated debt are commenced by "simple summons".

11. A summons is a document prepared by the plaintiff and addressed to a defendant requiring the defendant to appear before a court at a certain time on a certain date. A summons can be used to commence proceedings (such as a "simple summons") or to

bring an application before the court where proceedings have already been commenced (an “interlocutory summons”).

12. A simple summons is so called because it sets out the plaintiff’s claim in simple form without any detailed particulars. The summons usually claims the sum due to the plaintiff and a claim for interest and costs.

Form of simple summons

13. The general form of a summons is set out in Schedule 2 to the Royal Court Rules 2004. Specimen summonses (together with other formal documents that are required to be filed with the court such as specimen *billets*, particulars of claim, answers and replies) are set out in [Annex 1](#) ⁵

14. It is important that the summons recites the proper name of the defendant.

Where a claim is instituted against an **individual** the full names of the individual should be given wherever possible⁶ (e.g. John Frederick Smith and not “J Smith” or “Fred Smith”).

In the case of a **married woman**, the married and maiden name should be given where possible⁷ (e.g. Mrs Mary Black, nee White).

Where the claim is instituted against a **limited liability company**, the plaintiff should verify the correct and full name of the company and establish its registered office address. The summons should be addressed to limited liability company e.g. A C Jones Company (Jersey) Limited, rather than a trading name of the company (“Jones of St Helier”).

An individual, or several individuals, may trade under a **business or trading name**. John Frederick Smith and his son Alfred might trade as “Smithy’s Plasterers”. The summons should recite the full names of both defendants and the trading or business name, e.g. “John Frederick Smith and Alfred Smith, trading as Smithy’s Plasterers”.

The full names of each of the individuals in a **partnership** have to be set out in the summons. In the case of an action against a firm of lawyers (who operate in partnerships) the summons would set out the full names of each of the partners at the date at which the cause of action arose (e.g. “A (full name), B (full name), C (full name) and D (full name) exercising the profession of advocate under the name and style of (name of law firm)”).

Particular attention must be drawn to completing an accurate summons. Any inaccuracy may lead to complications later when

⁵

⁶ This information will be required if the plaintiff wishes to apply to have the court judgment registered in the Public Registry to operate as a judicial hypothec on immoveable property in Jersey owned by the defendant

⁷ See footnote 7 above.

seeking judgment or seeking to enforce judgement. Check that the first names, surnames, gender and address (last known) are all correct.

SCHEDULE 2

(Royal Court Rule 5/14)

FORMS OF SUMMONSES

Form of summons to defend an action

To A.B. of.....(address)

You are required to appear in the Royal Court, Royal Square, Saint Helier, on (day of the week), the day of 20..., at o'clock in the afternoon to defend the action of which particulars appear below.

Dated the day of, 20...

Service of a summons

The manner in which a summons is served and the “proper address” for service

14. A summons must be “served” on the defendant. Service of a summons is the means by which the defendant is formally given notice of the proceedings.

15. The Royal Court Rules 2004 (RCR 5/6) provide that a simple summons to recover a liquidated claim may be served on a defendant by “ordinary service”. In general terms this means that the summons can either be posted to or left at the “proper address for service” of the defendant.

16. In the case of **an individual** the “proper address” for service is **that person’s usual or last known address**

17. In the case of **individuals suing or being sued in the name of a firm** the “proper address” is **the principal or last known place of business of the firm in Jersey**.

18. In the case of a body corporate (in other words, a limited liability **company**) the “proper address” is **the registered or principal office** of the body

19. The Rules also provide that a summons can be posted to or left at **the business address of the advocate or solicitor acting for a party (including a defendant) but only if the advocate or solicitor has undertaken in writing to accept service on behalf of the party concerned in the relevant proceedings.**

The time required to serve a summons

20. A summons must be served at least **four clear days** before the date on which the defendant is required to appear in Court, excluding a Saturday, Sunday or a Bank holiday.

21. All simple summonses for the first appearance of the defendant before the Royal Court must have a return date of a Friday afternoon.

22. Where the summons is served by leaving it at the proper address for service the latest day on which the summons may be generally be left at the proper address for service is the Saturday immediately preceding the sitting of the Court.

23. Where the summons is posted to the proper address Rule 5/6(3) provides that the summons is “deemed to have been served on the second day after the day on which it was posted, days on which there is no collection or delivery of letters excepted”. The summons generally needs to be posted on the Thursday in the preceding week.

24. If one or more Bank holidays intervene between the date that the summons is served (or deemed to be served) and the return date then an adjustment has to be made to the dates referred to in the preceding two paragraphs.

25. You should make a note how and when you serve the summons as you will be required to sign a declaration on the “billet” which has to be lodged with the Judicial Greffe when “tabling” the action.

26. If you intend to issue a summons during the Christmas or Easter period you should check with the Judicial Greffe to establish the Friday dates on which the Court is sitting.

27. The Court will declare invalid a summons that has not been served in due time or in the authorized manner.⁸

⁸ RCR 5/16 and 17

Royal Court Table

28. The Royal Court *Table* is the list of cases that are due to be called in Court on the Friday afternoon Court sitting. The *Table* is prepared by the Judicial Greffe on the Thursday afternoon immediately preceding the Friday Court from the new cases that have to be filed by plaintiffs by no later than noon on the Thursday. Your case will be assigned a Court reference number which will be set out on the list.

Tabling the action

29. It is the responsibility of the plaintiff to *table* the action. This is done by filing the *billet*⁹ together with the requisite Court stamps with the Judicial Greffier.

Billet

30. In the context of a simple summons to recover a liquidated claim, the *billet* is the document setting out the names of the plaintiff and the defendant, the details of the plaintiff's claim and the record of ordinary service and to which the appropriate Court and Jurats stamps are attached.

31. The form of the record of service to be inscribed on the *billet* is prescribed by the Rules is set out below. Specimen forms of *billet* are set out at [Annex 1](#).

32. It is imperative that the plaintiff table the action properly. If an action is not tabled properly or in time the court cannot grant judgment by default¹⁰ take place.

33. It is also imperative that the claim set out in the summons and the *billet* correspond as the Court may declare a summons invalid if the terms of the *billet* and the summons differ to the material prejudice of the party served¹¹

Forms of record of ordinary service

¹⁰ RCR5/17

¹¹ RCR 5/16

SERVICE BY POST

(To be indorsed on the *billet*)

The summons in this action to appear in the Royal Court on (day of the week), the day of 20..., was posted by me in a letter addressed to the defendant at on (day of the week), the day of 20...,

(Signed)

Clerk to
Advocate/Solicitor

Obtaining a copy of the Court List (Royal Court *Table*)

34. The *Table* for the current week is available to view online at:
<http://www.gov.je/JudicialGrefe/rctable.htm>

Court Case reference number

35. The unique reference number for your case is set out on the *Table*. This reference number must be quoted in any correspondence in connection with the case.

Attending Court

Time to arrive

35. You should arrive in Court by 2.20 p.m. and inform the Court Usher that you are the plaintiff in action number () listed on the Royal Court Table. The Usher will indicate where you should sit.

Dress code

36. Court is a formal occasion and you should attend dressed appropriately (men must wear a tie).

What papers to bring with you

37. You should bring a copy of the *Table*, 5 copies of the *billet* and, if appropriate, a small bundle of any correspondence and documents that you consider may be directly relevant in connection with your claim for summary judgment, for example, you should include any document in which the defendant has acknowledged their indebtedness to you. The bundle should be arranged in date order and each page should be numbered clearly.

The order of business

36. The business of the Court on the Friday afternoon commences at 2.30 p.m. and takes place in the following order:

- 1) Passing of Contracts (land transactions, sales of houses etc).
- 2) *Ex parte* representations¹² in civil cases.
- 3) The *Table*

Composition of the court

37. The Court is composed of the Bailiff¹³ and two Jurats¹⁴.

Calling of the cases listed on the Table

38. The Bailiff will announce the calling of civil cases after any *ex parte* applications have been dealt with by asking the Greffier to call the cases on the *Table*.

39. The Greffier calls the cases in the order in which they are listed on the *Table*. The Greffier first calls the case in an abbreviated form (e.g. "Smith and Jones") and then calls the full names of each of the parties in turn (e.g. Frederick John Smith, plaintiff"). If Mr Smith is represented by an advocate the advocate will stand and say "garde". If Mr Smith is appearing on his own behalf Mr Smith should stand and say in a clear voice "*present*". The Greffier then calls out the full names of each the defendant(s) in turn (e.g. "John Peter Jones, first defendant"). The response of Mr Jones' advocate or Mr Jones himself, if he is unrepresented, is as stated above. If a defendant is not present the Greffier will announce that the defendant is "*en default*".

¹² An *ex parte* application is one which is made without summoning or giving prior notice of the application to other party (or parties). A Representation is a mode of commencing proceedings in the Royal Court for certain types of civil cases. The Representation usually concludes with a "prayer" (or request) that the Court order that certain parties be served with a copy of the representation and convened to appear before Court on a later occasion.

¹³ The Deputy Bailiff, Lieutenant Bailiff or a Commissioner may also preside over the Royal Court.

¹⁴ Jurats are lay persons selected by an electoral college consisting of States members, advocates and solicitors. In civil cases they are assessors of fact and determine the amount of damages to be awarded.

40. When your name is called out by the Greffier you should stand and say "present". Depending on your location in the Court Room the Bailiff may invite you to come forward so that you can address the court more easily. The usher will direct you to your place.

Application by plaintiff for judgment where defendant fails to appear

41. If the defendant fails to appear in Court the Greffier will announce that the defendant is "*en défaut*". You should then ask for judgment to be given.

42. You should address the Bailiff as "Sir"¹⁵

43. If you appear on your own behalf you might say something along these lines:

"Sir, I am the plaintiff in this action. This is a claim for [summarise the basis of the claim - e.g. "an account rendered in respect of goods supplied to the defendant on (date)"] I hand up copies of the billet. [Hand 3 copies to the Usher to hand to the Court]. The summons was properly served on the defendant by [post to his home address/delivering it to his home address]. I seek judgment in the sum of £(amount) together with interest thereon at the [Court rate/ contractual rate] from (date) to the date of payment as detailed in the billet"

44. There is no need to ask for:

Permission of sell (a "distrain on moveables")

An arrest of wages in the standard rate of £80 per week (applicable only where the defendant is an individual)

- Fixed costs

See Practice Direction [05/18](#)¹⁶ below.

*"Royal Court of Jersey
PRACTICE DIRECTION*

RC 05/18

Procedure for obtaining judgment before Royal Court

With a view to simplifying the process of obtaining judgment (particularly at the sitting of the Samedi Division on Friday afternoons) the following provisions shall apply:

1. Any judgment for a sum of money will, unless the Court otherwise specifically directs, automatically carry with it the power

¹⁵ If the presiding judge is female you should address her as "Madame"

¹⁶ <http://www.jerseylaw.je/Courts/PracticeDirections/Display.aspx?url=RC-05-18.htm>

to distrain on the moveables of the defendant pursuant to Rule 11/3 of the Royal Court Rules 2004 and the Act of Court will reflect this. Accordingly, it will no longer be necessary to apply specifically for "permission to sell".

2. Any judgment for a sum of money against an individual will, unless the Court otherwise specifically directs, automatically carry with it a power of arrest on wages at the standard rate in force at the date of judgment and the Act of Court will reflect this. Accordingly it will no longer be necessary to refer specifically to an arrest on wages unless the plaintiff wishes to seek an arrest for a larger sum than the standard rate or does not wish there to be an arrest on wages at all.

3. Where a matter falls within Rule 12/2(2) (i.e. an action commenced by simple summons for the recovery of a debt or liquidated sum and judgment is obtained in default or without opposition, without any order for substituted service or service out of the jurisdiction having been made or without the action having been placed on the pending list) any judgment shall, unless the Court otherwise specifically directs, carry with it an order against the defendant for fixed costs in accordance with Rule 12/2(2) and the Act of Court will reflect that. Accordingly the plaintiff will not need to ask for an order for costs when seeking judgment in such cases unless he wishes to obtain an order on some basis other than the scale of fixed costs or does not wish there to be an order for costs.

4. Paragraph 3 above does not apply in relation to actions commenced by Order of Justice or representation. The circumstances in such cases vary considerably and the plaintiff should therefore state specifically at the time of judgment whether costs are required and, if so, the nature of the costs order sought.

5. Any request for interest must, as at present, be raised specifically at the time of seeking judgment.

The Court will grant judgment. You are then free to leave the Court. The Judicial Greffe will prepare an Act of Court recording the judgment granted by the Court. You should collect the Act from the Receptionist at the Judicial Greffe which will be completed by the Wednesday or Thursday of the following week. The procedure for enforcing the judgment is set out in the paragraph below. The Viscount can enforce the judgement if necessary.

Defendant appears in Court to defend the action and applies to place action on the Pending list

45. The defendant will be aware of the date of the hearing. If the defendant wishes to defend the action he or she must attend Court in person, unless he or she has instructed an advocate to appear. There is no requirement for a defendant to give notice to the plaintiff prior to the Court session that he or she intends to defend the action.

46. A defendant who wishes to defend an action has an unfettered right¹⁷ to do so and simply requests, in open Court, that the action be placed on the 'pending list'.

47. Under the terms of Practice Direction [RC 05/22](#)¹⁸ an action may be placed on the Pending List without any party having to attend Court on the Friday afternoon. This is achieved by filing a consent letter with the Judicial Greffier before noon on the Thursday immediately preceding the Court sitting on the Friday. The consent letter must be signed by both parties and set out the terms of the adjournment. A sample letter of consent appears at [Annex 2](#). The terms of the Practice Direction are set out in full below.

*“ROYAL COURT OF JERSEY
PRACTICE DIRECTION
RC 05/22*

Adjournment of Cases by consent on Friday Afternoons

Where an action is to come before the Royal Court for the first time or has been adjourned and the matter is to come back before the Royal Court on a Friday afternoon and the parties (or those parties who have been duly served in an action as the case may be) agree that the action is to be placed upon the pending list or adjourned either sine die or for a particular period the following procedures will apply.

1. It remains incumbent on the parties to ensure that the necessary arrangements are made for an action to be placed on the “table” for a Friday afternoon hearing.

¹⁷ The wording in Rule 6/6(1) of the Royal Court Rule appears to be expressed in mandatory terms “A defendant who wishes to defend an action that has come before the Court shall ask the Court to order that the action be placed on the pending list and, provided that the defendant then gives an address for service in Jersey, **the Court shall so order.**”

The Court may refuse a request by a defendant to have the matter placed on the pending list where such request would amount to an abuse of process because, for example, there is no possible defence to the action the Court or the defendant has made an open and unequivocal written admission that the debt is due to the plaintiff.

¹⁸ <http://www.jerseylaw.je/Courts/PracticeDirections/Display.aspx?url=RC-05-22.htm>

2. *If an action has been tabled and all the parties to the action (or all the parties concerned in the particular application as the case may be) agree that an action is to be placed upon the pending list or adjourned either sine die or for a particular period a letter signed by or by the legal representatives of all the parties to that effect and lodged with the Judicial Greffier by 12 noon on the preceding Thursday (or the day prior to any sitting other than a Friday) and setting out the action proposed will mean that the parties or their representatives or any of them will not be required to appear before the sitting at which the action is to be called.*

3. *If the requirements set out above have been met the Court will accede to what has been agreed or, if it is not prepared to so agree, it will ensure that appropriate notice is given to the parties so that they may appear before it to enable the Court to consider any alternative course of action which it considers appropriate."*

48. As this guide deals with actions commenced by simple summons the next stage in the procedure, after the matter has been placed on the pending list, is for the plaintiff to file "Particulars of Claim" and until such time as these are filed the action is stayed (frozen). See [paragraph 56](#) below and subsequent paragraphs for the procedure to be followed where the defendant wishes to defend the case and the action has been placed on the pending list.

Adjourning the action

49. Provided the action has not been placed on the Pending List the plaintiff may request or the parties may agree to adjourn proceedings for whatever period is appropriate. An adjournment may be requested for a variety of reasons: to enable a cheque issued by the defendant to clear the banking system, to allow time for matters to be clarified between the parties or to permit the parties to discuss matters with a view to settling the case.

Adjournment to a fixed date

50. The plaintiff may request and the parties may agree to adjourn the matter to a fixed date which must be a Friday on which the court is sitting.

Adjournment sine die

51. Alternatively the action may be adjourned *sine die* simply meaning indefinitely, with no fixed date in mind.

52. Where the parties agree to adjourn the matter *sine die* the adjournment is usually stated to be '*upon reciprocal undertakings to appear on 48 hours' notice*¹⁹.

53. A party wishing to bring a matter that has been adjourned *sine die* back before the Court must inform the Judicial Greffier before noon on the Thursday before the Friday Court. The Judicial Greffe will then list the case on the Table. The purpose in bringing the action back before the Court is so that judgment in an agreed sum might be taken or for the action to be placed on the Pending List.

The effect of an adjournment

54. If an action is adjourned there is no requirement to file pleadings (particulars of claim, answer, reply etc).

Methods of seeking an adjournment of an action

55. Seeking adjournment can be done in two ways:

- (a) the parties attend Court in the normal way and request adjournment in person; or
- (b) under the terms of Practice Direction 05/22 (see paragraph 47 above) the parties file a consent letter with the Judicial Greffier before noon on the Thursday immediately preceding the Court sitting on the Friday. The consent letter must be signed by both parties and set out the terms of the adjournment. A sample letter of consent appears at [Annex 2](#)

Actions on the pending list

56. Where the defendant wishes to contest the plaintiff's claim the defendant requests the action is placed on the pending list

57. Royal Court Rule ("RCR") 6/6(3) provides that where "an action for a debt or a liquidated claim is placed on the pending list after it has been instituted by summons, the plaintiff must within 21 days of it being placed on the pending list file particulars of the claim, and the action shall be stayed, as against the plaintiff, until such particulars are filed". The reference to the action being stayed as against the plaintiff means that the plaintiff can take no further steps in the proceedings until such time as the particulars of claim are filed. The action is not stayed as regards the defendant and if

¹⁹ This means that either party may bring the action back before the Court by giving at least 48 hours written notice to the other party in place of four clear days' notice that would be required to be given under the Rules of Court. In either case the party wishing to bring the matter back before the Court must inform the Judicial Greffier before noon on the Thursday before the Friday Court of the request to bring the action back before the Court. The Judicial Greffe will then list the case on the Table. The purpose in bringing the action back before the Court is so that judgment in an agreed sum might be taken, or for the action to be placed on the Pending List.

the plaintiff does not file particulars of claim the defendant may issue a summons seeking to strike out the action for want of prosecution.

58. This guide deals with actions commenced in the manner described in RCR 6/6(3) above. The next stage in the proceedings is for the plaintiff to file particulars of claim.

Particulars of Claim

59. Particulars of claim are one form of “pleading” – a formal document setting out the case of a party.

60. RCR 6/8 sets out the formal requirement of pleadings in general and provides that:

(1) Every pleading must contain, and contain only, a statement in a summary form of the material facts on which the party pleading relies for that party's claim or defence, as the case may be, but not the evidence by which those facts are to be proved, and the statement must be as brief as the nature of the case admits.

(2)the effect of any document or the purport of any conversation referred to in the pleading must, if material, be briefly stated, and the precise words of the document or conversation shall not be stated, except insofar as those words are themselves material.

(3) A party need not plead any fact if it is presumed by law to be true or the burden of disproving it lies on the other party, unless the other party has specifically denied it in his or her pleading.

(4) A statement that a thing has been done or that an event has occurred, being a thing or event the doing or occurrence of which, as the case may be, constitutes a condition precedent necessary for the case of a party is to be implied in that party's pleading.

(5) A party must in any pleading subsequent to a statement of claim plead specifically any matter, for example, performance, release, any relevant statute of limitation, fraud or any fact showing illegality –

(a) which that party alleges makes any claim or defence of the opposite party not maintainable;

(b) which, if not specifically pleaded, might take the opposite party by surprise; or

(c) which raises issues of fact not arising out of the preceding pleading.

(6) A party may in pleadings raise any point of law.

61. Specimen particulars of claim are set out at [Annex 1](#)
62. All particulars of claim must be signed by the plaintiff, dated, set out the plaintiff's address for service, quote the Court reference number and be filed with the Court.
63. The plaintiff "files" particulars of claim by delivering the original version to the Judicial Greffe under a short covering letter addressed to the Judicial Greffier and sending a copy of the particulars to the defendant within 24 hours thereafter.

Procedure after particulars of claim have been filed

64. Once particulars of claim have been filed the defendant has 21 days in which to file an answer.
65. An answer is another form of pleading. The requirements of RCR 6/8 (see paragraph 60 above) also apply to the content of an answer.
66. Specimen answers appear at [Annex 1](#)

Where a defendant fails to file an answer within the time stipulated by the Rules of Court: Rule 6/6(6)

67. If the defendant does not file an answer within the 21 days the plaintiff can apply under Rule 6/6(6) to obtain judgment in default.
68. An application is brought by the plaintiff delivering a letter to the Greffier and the defendant by no later than 5.00 p.m. on the Wednesday immediately preceding the Friday Court sitting stating that the plaintiff intends to apply for judgment under Rule 6/6(6), the time limited for filing an answer having expired and no answer has been filed.
69. The application cannot be brought until the 21 day time limit has expired.
70. Applications under Rule 6/6(6) are listed on the Royal Court *Table* which is prepared on the Thursday afternoon.
71. If the defendant files an answer after notice of the Rule 6/6(6) application has been given to the Greffier but before the *Table* is prepared for publication, the application will not be listed on the Table. This is because a successful application under Rule 6/6(6) requires two conditions to be met: firstly, that 21 days must have expired from the date that particulars of claim were filed; and secondly, that no answer has been filed before the application is heard by the Court.

70. Even if the application is listed on the *Table* the defendant may file the answer before the application is due to be heard by the Court. Answers are often filed in Court during the Court sitting itself.

71. If the application is listed on the *Table* and the defendant does not file an answer prior to the application being heard by the Court the plaintiff may then apply for judgment in default.

72. The plaintiff should attend Court with 3 copies of the letter(s) notifying the Greffier and the defendant of the Rule 6/6(6) application and copies of the particulars of claim.

73. When the case is called the plaintiff should stand and say "present" in a clear voice. If the defendant does not appear either personally or through an advocate, the plaintiff should seek judgment. An application might be presented in the following way; *"Sir, I am the plaintiff in this action. This is an application for judgment under Rule 6/6(6) of the Royal Court Rules. Particulars of claim were filed on (date). To assist the Court I hand up a small bundle containing particulars of claim and the letter send to the defendant notifying him/her of the application this afternoon. [Hand bundle x 3 to Court Usher]. A period of 21 days has elapsed and no answer has been filed. This is a claim for [summarise the basis of the claim - e.g. "an account rendered in respect of goods supplied to the defendant on (date)"] I seek judgment in the sum of £(amount) together with interest thereon at the [Court rate/contractual rate of (specify contractual rate)] from (date) to the date of payment as detailed in the particulars of claim".*

74. See [paragraph 44](#) above. As you have had to file particulars of claim and bring an application under Rule 6/6(6) you may wish to consider applying for costs on a standard basis rather than fixed costs. One advantage of applying for costs on a standard basis is that you may claim for recover all work reasonably undertaken in relation to the case whereas the amount recoverable under fixed costs is based on judgment being granted at an early stage of the proceedings (and does not include the drafting of particulars of claim etc.). On the other hand fixed costs that you will recover are based on the amount allowed where an advocate undertakes the work whereas standard basis costs you might recover as a litigant in person are at much lower hourly rates. You may well end up recovering less on the standard basis. Another disadvantage of claiming costs on the standard basis is that unless the defendant agrees to pay your claim for costs you will be required to submit a bill of costs for taxation (assessment) and respond in writing to any objections made by the paying party to your of costs and also appear before a Court official who determines the total costs recoverable in cases of dispute.

The plaintiff's reply where the defendant files an answer

75. After the defendant files an answer the Rules provide that the plaintiff may file a reply with 21 days. An answer and a reply are filed in the same way as particulars of claim, namely by delivering the original to the Judicial Greffe under a covering letter addressed to the Judicial Greffier and sending a copy to the other party within 24 hours thereafter.

76. The answer must be signed by the defendant (or his or her advocate), be dated, set out the defendant's address for service and quote the Court reference number.

77. The reply likewise must be signed by the plaintiff (or his or her advocate), be dated, set out the plaintiff's address for service and quote the Court reference number.

Discovery and inspection

78. Discovery is the process by which each party to the action is required to disclose to the other a list of all the relevant documents in their possession, custody or control. Inspection is the process where the other party has the right to view and take copies of such documents. Discovery is an obligation imposed upon the parties by court rules. Although there are some exceptions, such as letters passing between a party and the party's legal representatives about the case, all relevant documents must be disclosed whether they assist or weaken your case, you should ensure that you retain all relevant documents in your possession and, if necessary, obtain all relevant records and documents which may be in the possession of a third party but which are under your power or control including computer records, letters or invoices relevant to the proceedings.

79. After the close of pleadings (when the defendant's answer and any reply from the plaintiff has been filed) a request for discovery can be made. Before applying by summons, a party may apply by letter to any other party to furnish him or her with a list for discovery, allowing him/her to inspect and take copies of the documents referred to in said list. If discovery is not dealt with prior to the summons for directions, the directions given by the Master of the Royal Court will include an order for discovery.

80. The process of discovery requires a party to disclose to the other any relevant documents even where those documents harm that party's case or may lead to a train of enquiry which might undermine that party's case. The obligation on a party in relation to discovery is said to be 'high and continuing' – in other words there is a heavy responsibility for the party to make proper and thorough disclosure and if the party subsequently comes across material that ought to have been disclosed (even where it harms that party's

case) then that party is obliged to make disclosure forthwith of such material.

81. Practice Direction 05/04 sets out the general form of the discovery affidavit. The Practice Direction is reproduced in full at [Annex 3](#).

Summons for Directions

82. The plaintiff must, within one month after the close of pleadings, issue a summons for directions, and fix the date for the hearing of the summons. The hearing takes place before the Master of the Royal Court. It will be held at least 14 days, and no more than 42 days after the form has been filed. If the plaintiff does not file the summons for directions, the defendant can do so, or can apply for the case to be dismissed²⁰ or struck out²¹. A specimen form of summons for directions appears at [Annex 4](#)

Setting down an action for hearing before the Royal Court

83. If the Master is satisfied that an action is ready for trial or hearing, he makes an order setting the action down on the hearing lists and notifies every party accordingly. This matter is usually dealt with as part of the summons for directions application.

Fixing a date for the hearing of an interlocutory summons (including a summons for directions) before the Master

84. The applicant contacts the Master's secretary (Mrs K. Harries Tel. 441338) and obtains a date and time when the parties may attend upon the Master's Secretary to fix a date for the hearing of the summons.

85. The applicant writes to the other party enclosing a copy of the draft summons and giving the other party at least 48 hours' notice of the date and time that has been fixed for the date fix. The applicants attend at the time appointed for the date fix. The applicant brings an original and two copies of the summons. The original summons needs to have £25 ordinary court stamps affixed.

86. The date for the hearing of the summons is fixed by the Master's Secretary who enters the return date on the original and two copy summonses and signs the foot of each summons.

²⁰ Actions can be dismissed automatically after five years on the Pending List or having been adjourned *sine die*. There are also provisions in the Rules for an action to be struck out on application of a defendant for want of prosecution or after notice has been given to the parties by the Master.

²¹ An action can be struck out on the ground it discloses no reasonable cause of action or defence; for being scandalous, frivolous, vexatious, prejudicial, embarrassing, or likely to delay a fair hearing, or is otherwise an abuse of process. Such an application is usually made shortly after the filing of the defendant's answer.

87. The Master's secretary retains the original summons and one copy is given to each of the parties.

88. If the other party does not attend the date fix, the applicant must post the summons to the other party giving at least 4 clear days' notice prior to the hearing date.

Fixing a date for trial before the Royal Court

89. Once the Master has set the action down for hearing the plaintiff must apply to Miss Debbie Le Mottee, Bailiff's Judicial Secretary (Tel. 441101), to fix a date for trial before the Royal Court.

90. The procedure is similar to that for fixing a date for a hearing of a summons before the Master. The plaintiff contacts the Bailiff's Judicial Secretary to obtain a date and time when the parties can appear before the Bailiff's Judicial Secretary to fix a date for trial. The plaintiff must supply the Act of Court setting the matter down for hearing to the Bailiff's Judicial Secretary.

91. The plaintiff notifies the defendant in writing of the date and time which has been fixed for the date fix.

92. The plaintiff and defendant attend upon the Bailiff's Judicial Secretary at the appointed date and time and the date for trial is fixed.

93. A fee is payable to the Bailiff's Judicial Secretary on an application to set dates for trial. The fee is determined by the estimated length of the trial and is prescribed by [Practice Direction 05/29](#) ²²

94. The fees are as follows:

Cases allocated up to 5 days:	£100
Cases allocated 6 – 10 days:	£250
Cases allocated 11 – 20:	£500
Cases allocated over 20days:	£1,000

Production of bundles for the Trial Court

95. The trial of a civil action takes place before the Inferior Number of the Royal Court (Bailiff and two Jurats)

Practice Directions

²² (<http://www.jerseylaw.je/Courts/PracticeDirections/Display.aspx?url=RC-05-29.htm>)

96. [Practice Direction 05/06](#)²³ sets out which party is primarily responsible for the production of the bundle(s) of pleadings, documents and authorities for use by the Court and how the bundle(s) should be indexed, arranged and numbered. In the case of a trial the primary responsibility for the production of the Court bundle(s) rests with the plaintiff. The defendant may wish to provide an additional bundle but wherever possible content of the bundle(s) should be agreed by parties and there should be no duplication of documents.

97. In general the Court bundles will contain the pleadings (summons, particulars of claim, answer and reply) Acts of Court, documents relevant to the action and authorities (decisions of the Court on matters of law).

98. The plaintiff should normally prepare 6 sets of the Court Bundle(s) (3 for the Court, 1 for the Greffier, 1 for the defendant, 1 for the plaintiff). The Practice Direction requires each page of the bundle to be numbered sequentially (so if the first bundle contains 200 pages, and a second bundle 150 pages, the pages in the first bundle will be numbered 1-200 and those in the second bundle 201-350.) The plaintiff should therefore prepare a master bundle with each page correctly numbered and then make 5 copies of the master bundle.

99. The plaintiff should also arrange to make an additional copy of the documents bundle (or the part of the bundle which contains documents relevant to the action) in order to prepare a 'Witness Bundle' – a bundle containing all those documents to which a witness giving evidence may be asked to prove or be referred to when giving evidence. It assists the Court and the parties if the pages of the witness bundle have the same numbers as the Court bundle.

100. Bundles must be filed at least 2 clear days before the hearing. The 3 bundles for the Court are filed with the Bailiff's Judicial Secretary and the bundle for the Greffier is filed at the Judicial Greffe.

101. The requirement that bundles are filed at least 2 clear days before the hearing means that bundles must be filed by Wednesday if the trial commences the following Monday, by Thursday if the trial commences on the following Wednesday.

102. Parties usually file the witness *billet* (the list of witnesses who have been summoned by that party to give evidence of trial) with the trial bundles.

²³ (<http://www.jerseylaw.je/Courts/PraticeDirections/Display.aspx?url=RC-05-16.htm>)

Evidence and witnesses

103. In order to succeed at trial a plaintiff is required to prove his/her case. The standard of proof in a civil case is on 'the balance of probabilities'. ²⁴This is a much lower standard of proof than in a criminal case where proof 'beyond all reasonable doubt' is required.

104. A plaintiff proves their case by calling witnesses to give evidence. A plaintiff may also give evidence on his or her own behalf. The witnesses may also be called to "prove" and give evidence concerning documents in relation to the action.

Summoning witnesses

105. Witnesses should be summoned by the Viscount Substitute to appear before the Court to give evidence.

106. The party wishing to call witnesses should establish, before the trial dates are fixed, that the witnesses are able to attend Court. A party causes witnesses to be summoned by writing to the Viscount giving the name, address and any other contact details of the witnesses and requesting that they be summoned to attend court at the start of the trial.

107. There is a judicial fee payable of £50 in relation to each witness summoned to appear. The Viscount will prepare a record of service in relation to each of the witnesses who have been summoned to appear. The record of service is a document signed by the Viscount Substitute setting the time and date that the witness should attend Court and the time and date when the witness was officially warned. You will need to bring the record, or records, of service to Court on the first day of the trial.

Witness *Billet*

108. The plaintiff and defendant are required to file with the Judicial Greffe the list of witnesses they have summoned to give evidence at trial ('the witness *billet*') at least 48 hours before the start of the trial. In practice, copies of the witness *billet* and the original witness *billet* should be filed with the Bailiff's Judicial Secretary and the Judicial Greffe respectively at the time the Court bundles are filed (see [paragraphs 99](#) and [100](#) above)

Court fees for the trial

²⁴ Sometimes expressed in layman's terms as 'more likely than not' or 'a 51% degree of proof'

109. The plaintiff should attach to his or her witness *billet* Court stamps for the dates that have been set aside by the Court for the trial. The charge is £300 ordinary court stamps per half day, or any part of a half day and £20 Jurats stamps per day. (See paragraph 145 for explanation regarding Court Stamps)

What to bring to Court

110. You should bring to Court your copy of the Court bundle, the witness bundle, the witness *billet*, and the records of service for witnesses you have caused the Viscount to summons.

On the day of trial: arriving at Court

111. Civil trials usually commence at 10.00am. You, and all of your witnesses, should arrive at the Royal Court building in good time and report to the usher at reception. The usher will tell you which court room the case is taking place in and give you directions. The Court usher will show you where to sit in Court.

Procedure in Court

112. The Court usher will say 'All rise' when the members of the Court enter the Court room. All those in Court should stand.

113. The Bailiff will announce the start of the Court sitting with the words '*On va asseoir la Cour*' and the Greffier will recite the prayer.

114. The Bailiff will ask the Greffier to call the case. The Greffier calls the case by its short title 'Smith and Jones' and call out the full names of the parties. Upon hearing your name, you stand and say 'present'.

115. The Bailiff will then ask the Greffier to call, and then swear in the witnesses. The Greffier calls the names on the witness *billets* filed by the parties and asks the witnesses to come to the well of the Court when their name is called.

116. If any witness is not present the party calling the witness should advise the Court if he or she knows any reason why that witness is not present in Court. If there is no excuse or no sufficient excuse the Court will ask for proof that the witness has been summoned to appear. You should hand to the Court the relevant record of service in relation to the absent witness. The Court will then decide whether or not to order the Viscount to arrest and then present the witness before Court, or to make enquiries and to report back to the Court at 2.30pm.

117. The Greffier then administers the oath to the witnesses present.

118. The Court will then ask the parties which witnesses are required to give evidence that day, which witnesses might be released until 2.30pm and which witnesses might be released until 10.00am on the following day.

119. All the witnesses who are to be called to give evidence that morning will be directed by the Court to retire to the witness waiting room. The plaintiff will then address the Court, setting out in summary form, the nature of the claim.

120. The plaintiff then calls the first witness²⁵ and then the further witnesses in turn to give evidence.

121. After each witness has given evidence the Court formally releases them from further appearance. The witness may stay in Court to hear the case if they wish, but the witness may not thereafter communicate with any other witness who has not yet given evidence.

Questioning of Witnesses

122. The party who calls a witness is the first to question the witness. This is called examination-in-chief. There are various rules as to how examination-in-chief may be conducted. One of the rules is that the witness should not be 'led' or 'asked leading questions'. If the evidence (or part of the evidence of the witness) is non-contentious the other party might consent and the Court might permit the witness to be 'led' through the evidence. The normal form of open or non-leading questioning of the witness would be:

1. What is your full name?
2. What is your occupation?
3. How long have you been (occupation)?
4. Do you know the defendant?
5. How do you know the defendant?
6. How long have you known the defendant?

123. The purpose of the rule is to ensure that it is the witness who is giving his or her evidence and not merely agreeing to words suggested to them by the person asking questions.

124. The above questions in the impermissible form of a leading question might be formulated thus:

1. You are (name)?

²⁵ The plaintiff says 'I call (name of witness)' The Court directs the usher to bring the witness to the Court room.

2. You are (occupation)?
3. You have been (occupation) since (date)?
4. You know the defendant?
5. You have known the defendant for (x number) of years?

125. It is better not to ask any leading questions of your witness. This is a difficult task to master. You should therefore, prior to the trial, prepare a series of non-leading questions that you can put to your witnesses always bearing in mind that the purpose of questioning the witness is to establish facts that you need to prove your case. You must ask all the relevant questions of your witness during examination-in-chief. You are not permitted to raise new matters in re-examination.

126. A party calling a witness cannot cross examine the witness if the witness gives answers that are unfavourable to the party's case.

Cross-examination

127. After the witness has given evidence-in-chief the other party may question the witness. This is called cross-examination. The rules regarding leading questions do not apply to questions put in cross-examination. The style of questions in cross-examination tend to be closed and designed to attract a 'yes' or 'no' answer.

Re-examination

128. The party who has called the witness can ask questions arising out of the cross-examination. No new matters can be introduced at this stage.

129. The Court may ask questions of the witness.

130. After witnesses for the Plaintiff have been heard the defendant may address the Court before calling his or her witnesses.

131. After all witnesses have been heard the plaintiff and defendant will sum up their respective cases, outlining evidence given by the witnesses and addressing the Court on any matters of law.

132. The Court will usually reserve judgement.

133. The parties will subsequently be notified by the Bailiff's Judicial Secretary of the date when the Court is to reconvene to deliver its judgement. On the appointed day the court will hand down a written judgment.

134. On occasions the Court may send a draft copy of its judgment to the parties before the judgment is formally handed down so that the parties can consider any consequential orders that might be sought and also inform the Court of any typographical or minor factual errors in the judgment. This draft judgement is confidential and may not be disclosed to others. These and other restrictions are set out in The [Practice Direction 07/02](#) ²⁶

Act of Court recording judgment of Court

135. The Judicial Greffier will then issue a formal Act of Court recording the decision of the Court. The parties should collect the Act of Court from Reception at the Judicial Greffe. The Act of Court is available for collection within 5 days of the Court hearing

136. If the judgment is in favour of the plaintiff, the plaintiff can then take steps to enforce the judgement through the Viscount's Department as described below.

Viscount and enforcement proceedings

137. Enforcement proceedings are commenced by the plaintiff sending a letter of instruction to the Viscount, Morier House, Halkett Place, St. Helier, requesting the Viscount to enforce the judgment. The original Act must be affixed to the letter. The letter should include as much detail as possible – e.g. Full name and address of the debtor, date of birth (if known), employment details (if known), bank account details (if known), home and mobile telephone numbers (if known) and the full name, address and contact details of the person instructing the action. This letter, together with the Act of Court should be delivered to this office, together with a £20 ordinary Court stamp which can be obtained from Cyril Le Marquand House. This £20 is the minimum fee payable.

138. Interest must be calculated by the plaintiff and clearly identified on the letter of instruction. The plaintiff must also clearly state in the letter of instruction to the Viscount if any money has been paid by the defendant on account.

139. All letters of instruction receive attention within 24 hours. It is impossible to say how long it will take to conclude the enforcement process as this depends on many factors including the complexity of the action.

140. If the Viscount succeeds in enforcing the Act of Court, the plaintiff may well be required to pay additional fees. These extra costs, including the original £20.00 fee, are normally recoverable from the debtor by the Viscount. If, for whatever reason, the

²⁶ <http://www.jerseylaw.je/Courts/PracticeDirections/Display.aspx?url=RC-07-02.htm>

Viscount is unsuccessful and does not manage to enforce the judgment, he will return the Act of Court to the plaintiff together with a letter of explanation. The Act of Court is valid for 10 years and can be re-submitted at any time for further attempts at enforcement on payment of an additional fee.

141. If the Viscount receives instructions from two or more plaintiffs to enforce judgments the Viscount enforces the judgment with the earlier date first (in other words, any monies received are first used to settle the earliest judgment).

Interest

142. A plaintiff is entitled to claim interest on outstanding sums at the rate stipulated in the contract (if any). If no such interest is provided for in the terms of the contract the plaintiff may claim interest pursuant to the provision of the [Interest on Debts and Damages \(Jersey\) Law 1996](#) ²⁷ Interest is also payable in relation to costs, charges or expenses ordered to be paid by the Court.

143. The Court rate for interest on judgment debts is 2% above the UK selected retail banks short term money rates (base rate) from time to time during the period for which interest shall run, calculated on a daily basis. [Practice Direction 05/06](#) ²⁸

144. [Practice Direction 05/09](#), ²⁹ which sets out the position in detail is reproduced below:

ROYAL COURT OF JERSEY
PRACTICE DIRECTION
RC 05/9

Interest on Debts and Damages

The Practice of the Royal Court when an award of interest is ordered to run from the date of judgment, in pursuance of the Interest on Debts and Damages (Jersey) Law, 1996. ("The Law") is set out below:

THE LAW

Under Article 2(2) of the Law, the Royal Court must, unless Article 2(4) applies, award simple interest on every judgment debt:

²⁷ <http://www.jerseylaw.je/law/LawsInForce/chapter.aspx?Chapter=07.490>

²⁸ <http://www.jerseylaw.je/Courts/PracticeDirections/Display.aspx?url=RC-05-06.htm>

²⁹ <http://www.jerseylaw.je/Courts/PracticeDirections/Display.aspx?url=RC-05-09.htm>

- at such rate; and
- for such period from the date of judgment until a date not later than the date on which the judgment is satisfied.

"Judgment debt" as defined by Article 1 (1) of the Law would also include any order for costs, charges or expenses ordered by the Court in those proceedings.

Article 2(4) (b) of the Law provides that interest shall not be awarded or run where interest, for whatever reason, already runs. This would include, for example, an arrangement where contractual interest is found to run.

THE PRACTICE

(a) Cases in which contractual interest is awarded

Unless otherwise directed by the Royal Court:

(i) the rate of interest to run on the amount for which judgment is given (including any contractual interest up to the date of judgment) shall be the contractual rate and interest shall run thereon or on any balance thereof from the date of judgment until the date of payment of the said amount; and

(ii) the rate of interest to run on any award of costs shall be the "Court Rate" for interest as defined in Practice Direction 05/6 and interest shall run thereon or on any balance thereof from the date of judgment until the date of payment of the said costs;

(b) Cases in which contractual interest is not awarded

Unless otherwise directed by the Court, in this situation interest will run on the amount for which judgment is given (including any statutory interest up to the date of judgment) and on any award for costs or on any balance thereof from the date of the judgment to the date of payment of the said amount and costs at the "Court Rate" for interest as defined in Practice Direction 05/6.

Schedule of common court fees which may be payable in relation to actions, commenced by simple summons.

145. Court fees are payable by way of special court stamps.³⁰ There are two sets of stamps; ordinary and Jurats stamps. Both

³⁰ Stamp and Judicial Fees (Jersey) Law 1998 and Loi (1938) sur les honoraires des Jures -Justiciers

sets can be purchased from Cyril Le Marquand House, St. Helier.
Court and stamps must be affixed to the relevant document.

	Ordinary Stamps	Jurats Stamps	Relevant Document
Tabling Billet for case to be listed on the Royal Court Table	£50	£10	Billet
Fixing a date for hearing before the Master	£25	N/A	Summons
Consent order made by Master	£25	N/A	Consent Order
Contacted summons before the Master for each, half day or part of a half day	£200	N/A	Summons
Application before the Master to set down case for hearing before the Royal Court	£50	N/A	Application
Summons for Directions		N/A	
Fixing Date for trial before the Royal Court	Up to 5 days: £100 6 – 10 days: £250 11-20 days: £500 Over 20 days: £1,000	N/A	Cheque made payable to Treasurer of the States, to be handed to the Bailiff's Judicial Secretary at the date fix.
Service of summons on witness to attend Court for each witness	£50	N/A	Include with letter to Viscount (stamps affixed to Viscount's Record of Service)
Contested Hearing before the Royal Court for each half	£300	£10	Witness Billet

day or part of a half day			
Application to Viscount to enforce judgement of the Royal Court	Initially £20 (but up to £200 at discretion of Viscount)	N/A	Letter of instruction.

Case Management

146. It is the wish of the Royal Court that actions are progressed as quickly as is reasonably possible and that actions are dealt within 12-18 months of the date of commencement. It is the responsibility of the plaintiff to progress matter in a timely manner. If matters are not progressed, the defendant may apply to strike out the plaintiff's claim for want of prosecution. The Court will of its own motion take steps to ensure appropriate progress is being made. If the action appears to have become dormant the Court will take steps to dismiss the action.

See [RC 05/31](#):³¹

Other application (not covered by this guide)

147. This guide is only intended to cover the basic and most common matters likely to be encountered by litigants in person. The Judicial Greffe can provide procedural advice in relation to other interlocutory applications that might come before the Master, such as requests for further and better particulars, interrogatories, admissions of fact, application for summary judgement etc.

Jerseylaw website

148. Copies of Jersey laws and reported judgements of decisions of the Royal Court in the more important civil cases can be viewed on the following website - <http://www.jerseylaw.je>

149. The Jersey Law Reports on the jerseylaw website also contains cumulative indexes by subject matter.

Alternate dispute resolution and mediation

150. Mediation is a compulsory element to any litigation claim in the Petty Debts Court and has been found to be effective in 72% of the cases thus referred, saving the parties time, money and stress involved with a full court hearing.

³¹ <http://www.jerseylaw.je/Court/PracticeDirections/Display.aspx?url=RC-05-31.htm>

151. No one should embark on litigation lightly. Mediation or other forms of alternate dispute resolution, in many cases, provide a more effective remedy than court litigation

- **In mediation all of the issues and problems are brought out into the open, discussed and, where possible, solved by you with the help of the mediator.**
- **The agreement you reach belongs to you, it is reached by both of you together.**
- **Mediation can save you time and money. The matters you can solve together do not have to be negotiated by two lawyers or decided by a Judge - this does not stop legal advice being helpful.**
- **You make the decision. In court you are on opposite sides, in mediation you are on the same side.**
- **Your agreement can be for as long as you choose. It might be temporary to get over a particularly difficult period, short-term to try out a new arrangement or long term to ratify changes that need to last.**
- **There are no time limits to mediation. You can start and stop as often as you wish and can return at any point.**

152. The result of the pilot project on Petty Debts Court mediation indicates that mediation provides, to litigants in person, a quick and informal resolution to disputes with costs being kept to a minimum. Administrative staff of the Court offer advice on procedural matters and also to provide practical support where necessary. This support is supplemented by comprehensive advice notes addressing a number of topics. It is quite clear that a key reason for the success of mediation has been the invaluable support provided by the Court administrative staff to litigants. This has undoubtedly ensured smooth progress and also general acceptance of mediation by those who have participated in such proceedings. The pilot project was such a success that court directed mediation is an integral part of proceedings before the Petty Debts Court.

Useful contacts

Fixing date for trial of action

Bailiff's Chambers: Miss Debbie Le Mottee (Bailiff's Judicial Secretary) Tel 441101

Court procedures

Judicial Greffe
Tel 441300:

Advocate Paul Matthews
Mr Christopher Therin
Mrs Alison Davies-Le Brocq
Mrs Julie Das
Mr Jason Troy
Miss Tracy Fitzgerald

Summoning witnesses and enforcement of judgments

Viscount's Department
(Tel 441400)

Mr Trevor Coles	Senior Enforcement Officer	441431
Mr Michael Davis	Assistant Enforcement Officer	441427
Mr Terry de Gruchy	Enforcement Officer	441425
Mr Lester Hamon	Enforcement Officer	441424
Mr Jonathan Jandron	Enforcement Officer	441426
Mr Kevan Kearns	Enforcement Officer	441421
Mr Ian Pattle	Enforcement Officer	441423
Mr Richard Slous	Enforcement Officer	441428
Mr Paul Stephens	Enforcement Officer	441440
Mr Nigel Truscott	Principal Enforcement Officer	441419

Useful contact telephone numbers and addresses for other organisations

Jersey Financial Services Commission

<http://www.jerseyfsc.org/>

A register of Business Names and Limited Liability Companies together with registered addresses is maintained at the Jersey Financial Services Commission, P O Box 267, 14-18 Castle Street, St. Helier, JE4 8TP. (Tel 822030). You can search the Registry online for information about limited liability companies registered in Jersey and for registered business names

<https://www.jerseyfsc.org/registry/documentsearch/>

Petty Debts Greffier - 440081

Advice in relation to bringing a claim in the Petty Debts Court is available between 8.30am and 5pm daily (4.30 on Fridays).

Legal Aid

Legal Aid is usually available to persons who cannot afford a lawyer or who are unable to obtain one. Legal aid is not necessarily free. Depending upon the nature of the dispute the availability of legal aid may capped.

Anyone applying for legal aid should do so by contacting the administrator by telephone on 0845 8001066 or by email on acting.batonnier@ogier.com

Citizens Advice Bureau – 724942 or Free Phone 08007350249

Advice is available from Citizens Advice Bureau, The Annexe, St. Paul's Community Centre, New Street, St. Helier, JE2 3WP

Jersey Advisory and Conciliation Service (JACS) – 730503

Advice on employment related issues is available from JACS Trinity House, West's Centre, Bath Street, St. Helier, JE2 4ST (E mail – jacs@jacs.org.je)

P Matthews
Deputy Judicial Greffier
January 2009

Definition of terms used in this guide

<u>Plaintiff:</u>	The person who brings the claim.
<u>Defendant:</u>	The person against whom the claim is brought issued by a plaintiff
<u>Summons:</u>	<p>A document issued by a Plaintiff addressed to a defendant requiring the defendant to appear before the Royal Court at the specified time and date. There are two types of summons:</p> <p>A summons that institutes the claim (an originating/or simple summons) and a summons that is issued after the proceedings have been commenced but prior to the trial (an interlocutory summons) – such as the summons for directions. Interlocutory summons are heard before the Master of the Royal Court. Simple summons must have a return date for 2.30pm on a Friday afternoon where the Royal Court is sitting.</p>
<u>Table:</u>	<p>Royal Court <i>Table</i></p> <p>The list of cases that are to be called in the Royal Court during private business on a Friday afternoon</p> <p>The Table (or list) is displayed outside the Royal Court on Thursday afternoon immediately preceding the sitting at the Court on the Friday until close of business on the Friday. The table is also available for the current week at http://www.gov.je/JudicialGrefe/rctable.htm</p>
<u>Samedi Court:</u>	A division of the Royal Court that deals, amongst other matters, with civil claims exceeding £10,000.00 The Court used to sit on a Saturday (hence the reference to the Saturday or Samedi Court). The Court now sits on a Friday afternoon when all new civil cases are first presented.
<u>Pending List:</u>	<p>If a defendant wishes to contest or defend a claim brought by a plaintiff the defendant, requests the matter on the pending list.</p> <p>The request is usually made when the action is called in Court. Rule 6/6(1) of the Royal Court Rules 2004 ³² requires that the defendant to</p>

³² <http://www.jerseylaw.je/law/LawsInForce/chapter.aspx?chapter=7.770.72>

provide an address for service (see address for service-defendant) – an address in Jersey to which all correspondence, summonses, notifications, to the defendant, can be sent.

If the defendant is represented by an advocate the address of the law firm in which the advocate practices is the address for service for the defendant. Occasionally an advocate will state that he or she appears on behalf of another law firm or advocate in which case the address of the other law firm or advocate is the address for service.

If the defendant appears in person the Court will formally record an address for service which must be in Jersey.

Address for Service (general):

An address for service is an address in Jersey chosen by each of the parties to the proceedings to which all summonses, correspondence, notifications etc. in relation to the proceedings before the Court must be sent that party. The plaintiff or defendant may change their address for service by giving written notification to the Judicial Greffe and to each of the other parties to the action.

Greffier and Greffier Substitute:

Court Clerk.

Master:

A judge of the Royal Court who deals with interlocutory applications summonses and may be appointed by the Royal Court to determine the amount of a claim where the Royal Court has made a finding or an order that the defendant is liable.

Fees:

Court fees are charged for various applications that are made to the Court. The fees are set out in the schedules to the Stamp Duty and the fees paid in Court stamps. There are two types of Court stamps: ordinary stamps and Jurats stamp. Both stamps are obtained from the States Cashiers, Cyril Le Marquand House, The Parade, St. Helier. The Court stamps are attached to specified documents. See paragraph 150 above setting out the most common type of fees payable.

Annex 1

Specimen Summons – 1

Summons

To: **ANDREW ANTHONY ANDERSON**
Of: Address 1, Address 2, Address 3, St. Helier, Jersey, Postcode

You are required to appear in the Royal Court, Royal Court House, Royal Square, St. Helier, Jersey on 1st January 2009 at 2.30 p.m. to defend this action, the particulars of which appear below.

If you do not appear judgement may be given against you in your absence.

ANDREW ANTHONY ANDERSON Defendant

CONTRA

LOANS LIMITED Plaintiff

Actioning the Defendant to pay the sum of £20,000 (the “Capital Sum”) due to the Plaintiff in respect of monies owed pursuant to a bond entered into by the Defendant on 1st January 2008 (the “Bond”). A copy of the Bond is attached hereto for ease of reference.

ITEM simple interest on the Capital Sum pursuant to Clause 1 of the facility letter dated 1st January 2008 at 1% above the standard variable interest rate (“SVR”) of the Plaintiff from the date of the Bond to 1st January 2009 in the sum of £20,000 and continuing until date of repayment of the Bond in full at 1% above the SVR of the Plaintiff.

ITEM costs

Total amount of claim due by you if cleared funds are received at these offices by midday on 1st January 2009 **£21,000**

Dated this 1st January 2009

Plaintiff's address for service
Address line1
Address line 2,
St. Helier
Jersey,
Postcode

Specimen Summons – 2

ANDREW ANTHONY ANDERSON

Defendant

C O N T R A

A B C (CONTRACTORS) LIMITED

Plaintiff

ACTIONING the Defendant to pay the sum of Twenty thousand pounds (£20,000) Sterling, being the amount of an account rendered dated 1st January 2008.

ITEM interest on the said sum of £20,000 from date payment due to da of repayment in full at the contractual rate of (specify here either the details of contractual interest claimed) (Alternatively if no contractual interest is provided by the terms of the contract state that interest is claimed pursuant to the Interest of Debts and Damages(Jersey) Law 1996 ;

ITEM costs

ROYAL

Plaintiff's

1 JAN 2001

Address

Address

St Helier

COURT

Postcode

The Summons in this action to appear in the Royal Court, Royal Square, St. Helier, Jersey, on the 1st day of January 2009 at 2.30pm. was served by me by delivering it to the Defendant's address for service Address 1, Address 2, Jersey on 15th December 2008.

.....
(signed)

Dated this 29th December 2008

Specimen Billet – 1

Specimen Billet (1)
BILLET

THE A B C COMPANY LIMITED
TRADING AS 'ABC'
Address 1
Address 2
Jersey
JJJ JJJ

DEFENDANT

Contra: DEF JERSEY LIMITED

PLAINTIFF

ACTIONING the Defendant to pay the sum of SEVENTEEN THOUSAND SEVEN HUNDRED AND SEVENTY AND SEVEN POUNDS AND SEVEN PENCE (£77,777.07) which the Plaintiff claims to be due in respect of a lease agreement dated the 1st of January 2008 together with contractual interest due at the rate of 10% per annum from the 1st day of January 2008 to the date of repayment in full, and to pay costs of the action.

SERVICE BY POST

The Summons to appear in the Royal Court, Royal Square, St. Helier, Jersey on the 1st day of January 2008 was posted by me in a letter addressed to the Defendant at Address 1, Address 2, Jersey, JJJ JJJ on the 15th day of December 2007.

Signed:

Date.....

Address for Service

P.O. BOX

Address line 1

Address line 2

St Helier,

Jersey

Postcode

Specimen Billet – 2

BILLET

HOTEL LIMITED,
DEFENDANT
TRADING AS HOTEL
Address 1
Address 2
Jersey
Postcode

Contra: SONS & SONS LIMITED
TRADING AS SONS

PLAINTIFF

ACTIONING

the
Defendant to pay the sum of EIGHT THOSAND EIGHT HUNDRED AND
EIGHTY EIGHT PENCE STERLING (£88,888) which the Plaintiff claims
to be due in respect of an account rendered dated the 1st day of
January 2008 together with contractual interest due thereon at 0.1%
per day from the said date to the date of repayment in full, and to pay
the costs of the action.

SERVICE BY POST

The Summons to appear in the Royal Court, Royal Square, St. Helier,
Jersey on the 1st day of January 2009 was posted by me in a letter
addressed to the Defendant at Address 1, Address 2, Jersey, JJJ JJJ on
the 15th day of December 2008.

Signed:

Date.....

Address for Service

P.O. BOX
Address line 1
Address line 2
St Helier,
Jersey
Postcode

Specimen Billet – 3

SUPPLY STORES (1900) LIMITED
TRADING AS SUPPLY STORES
Address 1
Address 2
St Helier
Jersey
Postcode

DEFENDANT

Contra: G H I STORES LIMITED

PLAINTIFF

ACTIONING the Defendant to pay the sum of TWENTY THOUSAND POUNDS STERLING (£20,000), which the Plaintiff claims to be due in respect of the following accounts rendered: -

<u>Account Date</u>	<u>Amount Due</u>
1st January 2008	£2,000
2nd February 2008	£2,000
3rd March 2008	£16,000

together with contractual interest due thereon at 2% per month from the said dates to the date of repayment in full, and to pay the costs of the action.

SERVICE BY POST

The Summons to appear in the Royal Court, Royal Square, St. Helier, Jersey on 1st day of January 2009 was posted by me in a letter address to the Defendant at Supply Stores, Address 1, Address 2, St. Helier, Jersey, Postcode on 15th day of December 2008.

Signed:

Date.....

Plaintiff's Address for Service

P.O. BOX

Address line 1

Address line 2

St Helier,

Jersey

Postcode

Specimen Billet – 4

IN THE ROYAL COURT OF JERSEY
SAMEDI DIVISION

ANDREW ANTHONY ANDERSON

Defendant

CONTRA

LOANS LIMITED

Plaintiff

Actioning the Defendant to pay the sum of £21,000 (the "Capital Sum") due to the Plaintiff in respect of monies owed pursuant to a bond entered into by the Defendant of the 1st day of January 2008 (the "Bond"). A copy of the Bond is attached hereto for ease of reference.

ITEM simple interest on the Capital Sum pursuant to Clause 1 of the facility letter dated 1st January 2008 at 1% above the standard variable interest rate ("SVR") of the Plaintiff from the date of the Bond to 1st January 2008 in the sum of £21,000, and continuing until date of repayment of the Bond in full at 1% above the SVR of the Plaintiff.

ITEM costs.

Plaintiff's Address for service

Address 1,
Address 2,
Address 3,
St. Helier,
Jersey,
JE1 1JG

SERVICE BY POST

The Summons in this action to appear in the Royal Court, Royal Court House, Royal Square, St. Helier, Jersey, JE1 1JG on the 1st day of January 2009 was posted by me in a letter addressed to the Defendant at Address 1, Address 2, Address 3, St. Helier, Jersey, Postcode on 15th December 2008.

.
Dated this 1st January 2009

.....
Signed

Specimen Particulars of Claim Form 1

2008/001

IN THE ROYAL COURT OF THE ISLAND OF JERSEY

BETWEEN	A B C (Contractors) Limited	Plaintiff
AND	Andrew A Anderson	Defendant

STATEMENT OF CLAIM

The claim of A B C (Contractors) Limited (hereinafter referred to as "the Plaintiff") sheweth: -

1. That at all material times the Plaintiff operated a business of Building Contractors in the Island of Jersey.
2. That in or about January 2008 the Plaintiff was approached by Andrew A Anderson (hereinafter "the Defendant") with a request to provide building work at the Defendant's property namely, Address 1, Address 2, Jersey JJJ JJJ.
3. That the Plaintiff accordingly by its letter of the 1st January 2008 provided building work at an estimate of £40,000 in respect of the following work: -
 - i) Scaffolding
 - ii) Decking Area
 - iii) Concrete
 - iv) Granite Wall
4. That the Defendant was specifically advised by the plaintiff that no investigatory works had been undertaken and that accordingly no final statement as to the extent of the works required could be given until such time as investigatory works were undertaken.
5. That the Defendant instructed the Plaintiff to commence works as set out in the letter of the 1st January 2008 referred to in paragraph 3 hereof.
6. That whilst the works referred to in paragraph 3 hereof were being undertaken by the Plaintiff on site the Defendant instructed the Plaintiff in respect of the following additional items of work not originally within the scope of the initial estimate: -
 - i) Double Glazing
 - ii) Replace Roof
 - iii) Balcony

7. That on each occasion the Defendant sought to vary the extent of works to be undertaken the Defendant was advised by the Plaintiff that the additional works would incur an additional cost over and above the original estimate.

8. That the Plaintiff had rendered accounts to the Plaintiff and made claim in respect of the following sums for work undertaken on the Defendant's instructions: -

i)	£10,000
ii)	£12,000
iii)	£18,000

Total £40,000

9. That the Defendant has made two payments on account of the amounts claimed by the Plaintiff in the sums of £6,000.00 and £4,000.00 respectively.

10. That a balance of £30,000 remains outstanding which sum the Defendant has refused or failed to pay to the Plaintiff.

WHEREFORE the Plaintiff prays as follows: -

- i) That the Defendant be ordered to pay the Plaintiff the said sum of £30,000.
- ii) That the Defendant be ordered to pay to the Plaintiff interest on the said sum of £30,000 at such rate and for such period as the Court may consider just.
- iii) That the Defendant be ordered to pay the Plaintiff's costs of and incidental to these present proceedings on such basis as the Court may consider just.

Plaintiff's address for service:

Address 1,
Address 2,
Address 3,
Jersey,
JJJ JJJ

.....
(signed) (date)

Specimen Particulars of Claim Form 2

(particulars of claim, answer and counterclaim, reply and answer to counterclaim)

File No: 2008/002

IN THE ROYAL COURT OF THE ISLAND OF JERSEY

(Samedi Division)

<u>Between</u>	ANDREW ANTHONY ANDERSON	<u>Plaintiff</u>
<u>And</u>	BENJAMIN BROWN	<u>Defendant</u>

PARTICULARS OF CLAIM

ANDREW ANTHONY ANDERSON (hereinafter called "the Plaintiff") WILL SAY as follows: -

1. That the Plaintiff carries on the business of a Plumber.
2. That by an oral agreement on or about the 1st day of January 2008 (hereinafter called "the Agreement"), the Plaintiff agreed to supply certain goods and to carry out certain plumbing works at a site (hereinafter called "the Site") being developed by BENJAMIN BROWN (hereinafter called "the Defendant") at Address 1, Address 2, Jersey.
3. That the following were, inter alia, express or, alternatively, implied, terms of the Agreement: -
 - a) that the Defendant would pay the Plaintiff, in respect of the work carried out by him, at the rate of £20 an hour;
 - b) that the Defendant would pay the Plaintiff for the goods supplied and/or fitted by the Plaintiff.
 - c) that the Plaintiff would render accounts to the Defendant from time to time and the Defendant would pay such accounts in full within a reasonable time of receipt thereof.
4. That in accordance with the instructions of the Defendant, the Plaintiff duly supplied and/or installed certain fixtures and fittings and carried out certain plumbing works at the Site and rendered to the Defendant the following accounts on the following dates: -

a) account dated 1 st January 2008 in the sum of	£3,000
b) account dated 2 nd February 2008 in the sum of	£2,000
c) account dated 3 rd March 2008 in the sum of	£3,000
d) account dated 4 th April 2008 in the sum of	<u>£7,000</u>
	<u>£15,000</u>

5. That in respect of the accounts rendered to him by the Plaintiff, the Defendant has paid to the Plaintiff, on account, the sum of £3,000 leaving a total outstanding and due by the Defendant to the Plaintiff of £12,000.
6. That, without any obligation, the Defendant has allowed a deduction of £1,000 in respect of certain bathroom furniture and fittings which the Plaintiff has ordered for and on behalf of the Defendant and at the request of the Defendant, but of which, as at the date hereof, the Defendant has not taken delivery.
7. That on the 5th May 2008 the Plaintiff rendered an account to the Defendant in the sum of £11,000, being the value of the goods and services supplied by the Defendant (pleaded in paragraph 4 hereof) less payment on account by the Defendant (pleaded in paragraph 5 hereof) and less the fixtures and fittings ordered by the Defendant (pleaded in paragraph 6 hereof).
8. That notwithstanding the repeated demands of the Plaintiff, the Defendant has failed, refused or neglected and continues to fail, refuse or neglect to pay to the Plaintiff the said sum of £11,000 or any sum, this without right and to the prejudice of the Plaintiff and in breach of the terms of the Agreement.

WHEREFORE the Plaintiff REQUESTS that, after proof of the facts alleged above, the Court may order that the Defendant be condemned to pay the Plaintiff the following: -

- a) the sum of £11,000;
- b) interest upon the sums awarded under paragraphs (a) and (b) hereof at such rate and for such period as the Court may deem fit;
- c) the costs incurred by the Plaintiff in this action on the standard basis.

Signed.....

Date.....

Plaintiff's Address for Service

Address details

File No: 2008/034

IN THE ROYAL COURT OF THE ISLAND OF JERSEY

(Samedi Division)

Between

ANDREW ANTHONY ANDERSON

Plaintiff

And

BENJAMIN BROWN

Defendant

ANSWER AND COUNTERCLAIM

Benjamin Brown (hereinafter called "the Defendant") will say as follows: -

1. THAT paragraph 1. of the Particulars of Claim is admitted.
2. THAT save that it is admitted that the Site was being developed by the Defendant, paragraph 2. of the Particulars of Claim is denied. Such agreement as was made by Andrew Anthony Anderson (hereinafter called "the Plaintiff") was in the nature of a sub-contract with the main contractor, A. B. C., for the supply generally of plumbing work and materials.
It is denied that the Plaintiff made an agreement with the Defendant in the terms alleged or at all.
3. THAT if, which is denied, there was an agreement between the Plaintiff and the Defendant, there were terms, inter alia, of the said agreement
 - i) That the Defendant would pay the Plaintiff for labour at the rate of £10 an hour
 - ii) That the Defendant would pay the Plaintiff for goods supplied and fitted by the Plaintiff at the Defendant's request
 - iii) That the Plaintiff would carry out his work with due skill and care
 - iv) That the Plaintiff's interim accounts would be subject to a 10% retention on payment.
4. THAT if, which is denied, it was agreed that the Defendant would pay the Plaintiff for labour at the rate of £20 an hour, the said agreement was varied on or about the 5th May 2008 when it was agreed that the Defendant would pay the Plaintiff for labour at the rate of £10 an hour.
5. THAT it is admitted that the Plaintiff supplied fixtures and fittings and carried out plumbing work at the said site
6. THAT when carrying out plumbing work the Plaintiff connected water tanks in the roof without first measuring the risks involved. When connecting the water tanks the Plaintiff failed to exercise due skill and care and was in breach of contract thus causing the Defendant a loss of £50, being the cost of disconnecting the said tanks and reconnecting them at a higher level.
7. THAT it is admitted that the Plaintiff rendered accounts as alleged.
8. THAT the Plaintiff's account were subjected to a retention of £1,500 which in the premises was properly made. The retention monies are not yet due to the Plaintiff
9. THAT the Defendant has been paid the sum of £3,000 on account
10. THAT the said accounts over-charged the Defendant in that the Plaintiff purported to charge labour at the rate of £20 an hour and not at the agreed rate of £10 an hour, resulting in an over-charge to the Defendant of £7,500. In the premises the Plaintiff is only entitled to be paid labour at the rate of £10 an hour
11. THAT the said accounts further overcharged the Defendant in that the Plaintiff purported to charge for materials not supplied by him or supplied by him in error.
12. THAT the Defendant is not liable to the Plaintiff for the sum claimed or any sum.

PARTICULARS

PLAINTIFF'S ACCOUNTS RENDERED:

(less) Retention Monies:	£1,500.00
(less) Payments on account :	£3,000.00
(less) Overcharge on labour :	£7,500.00
(less) Overcharge on materials:	£1,000.00

13. THAT the Defendant will seek off the sum counterclaimed herein against the Plaintiff's claim.

COUNTERCLAIM

14. THAT the Defendant repeats paragraphs 1, 3 and 6 hereof. And the Defendant counterclaims damages.

Signed.....

Date.....

Defendant's Address for Service

Address details

File No: 2008/002

IN THE ROYAL COURT OF THE ISLAND OF JERSEY

(Samedi Division)

Between

ANDREW ANTHONY ANDERSON

Plaintiff

And

BENJAMIN BROWN

Defendant

REPLY AND ANSWER TO COUNTERCLAIM

THE PLAINTIFF in RELPLY to the Answer of the Defendant filed on the 6th June 2008, WILL SAY as follows: -

1. That paragraph 2 of the Answer is denied.
2. That save that sub-paragraph (ii) and (iii) thereof are admitted, paragraph 3 of the Answer is denied.
3. That paragraph 4 of the Answer is denied. In the alternative, the Plaintiff will say that on or about the 5th May 2008, at a meeting with Mr. Benjamin Brown, the Architect employed by the Defendant inter alia to supervise the works being carried out at the site, the Plaintiff offered to reduce his labour charge in respect of the work already carried out by him in accordance with the Agreement referred to in paragraph 2 of the Statement of Claim (hereinafter called "the Agreement") from £20.00 to £10.00 per hour. The said offer was made in order to encourage the Defendant to settle the Plaintiff's account and was

4. That save that it is not admitted that the damage to the water tank caused a loss of £50.00, paragraph 6 of the Answer is denied. The Plaintiff will say that prior to commencing the works at the site in accordance with the Agreement, he advised the said Mr. C, for and on behalf of the Defendant, that by reason of the type and construction of the building in question, it would be impossible to raise the water tanks high enough to provide sufficient showers to the building.
5. That paragraph 8 of the Answer is denied and the Plaintiff repeats paragraph 2 hereof.
6. That paragraph 9 of the Answer is admitted. The Plaintiff repeats paragraphs 4 and 5 of his Statement of Claim and will say that the Defendant has paid to the Plaintiff a further sum of £100 on account.
7. That save that it is admitted that the Plaintiff's accounts charged the Defendant neighbour at the rate of £10.00 per hour paragraph 10 of the Answer is denied and the Plaintiff repeats paragraph 3(a) of his Statement of Claim.
8. That paragraph 11 of the Answer is denied. The Plaintiff will say that by reason of the fact that there was no security system operating at the site, he retained item nos. 2, 3, 4, 6, 7, 8, 9, 10 and 11, referred to in the Schedule attached to the Defendant's Answer, in his store for safe-keeping. The Plaintiff remains willing and able to surrender the said items to the Defendant. It is denied that item nos. 1 and 5 were not requested by the Defendant.

WHEREFORE the Plaintiff requests that after proof of the facts alleged above and as set out in his Statement of Claim, the Answer of the Defendant may be dismissed and the Plaintiff repeats the Prayer of his Statement of Claim.

ANSWER TO COUNTERCLAIM

THE PLAINTIFF in ANSWER to the Counterclaim of the Defendant WILL SAY as follows: -

That the Counterclaim of the Defendant is denied.

WHEREOF the Plaintiff REQUESTS that after proof of the facts alleged above and set out in his Statement of Claim, the Defendant's

Counterclaim may be dismissed and the Plaintiff repeats the Prayer of his Statement of Claim.

Signed.....

Date.....

Plaintiff's Address for Service
Address

Specimen Particulars of Claim Form 3

IN THE ROYAL COURT OF THE ISLAND OF JERSEY

2008/003

(Samedi Division)

BETWEEN:-	D D LIMITED	Plaintiff
AND	Mr. E and Mrs. F Trading as E & F	Defendant

PARTICULARS OF CLAIM

The claim of D D Limited (hereinafter referred to as "the Plaintiff") shows:-

1. THAT the Plaintiff is, and was at all material times, a limited liability company registered in the United Kingdom and is a wholesale supplier of, inter alia, plumbing merchandise.
2. THAT Mr. F and Mrs. E (hereinafter referred to as "the Defendants") are, and were at all material times, merchants trading in the Island of Jersey under the name and style of E & F Wholesale Merchants.
3. THAT during the month of January 2008 the Plaintiff sold and delivered to the Defendant's agent certain goods to a total value of £30,000 as detailed in the copy invoices numbered 1001, 1002, 1003, 1004 attached in a schedule hereto.
4. THAT the Defendants accepted all the goods save that they returned to the Plaintiff 3 items valued at £X
5. THAT by cheque dated 2nd February 2008 the Defendants purported to pay to the Plaintiff the sum of £3,000 towards the sum of £30,000, representing the amount due to the Plaintiff as alleged in paragraph 3 hereof, less the credit for the items returned by the Defendants as alleged in paragraph 4 hereof, but countermanded payment of the said cheque.
6. THAT on or about the 3rd March 2008 the Defendants paid to the Plaintiff the sum of £Y in part satisfaction of the Plaintiff's claim in the sum of £30,000.00
7. THAT the Defendants have wrongfully failed, refused or neglected to pay to the Plaintiff the balance of the amount due to it in respect of the goods supplied to the Defendants in the sum of £Z

WHEREFORE the Plaintiff claims that the Defendants pay to the Plaintiff:-

- a) The said sum of £Z together with interest thereon for such period and at such rate as the Court deems just.
- b) The costs of an incidental to these present proceedings.

Signed.....

Date.....

Plaintiff's Address for Service

Address Details

IN THE ROYAL COURT OF THE ISLAND OF JERSEY

(SAMEDI DIVISION)

2008/003

BETWEEN

D D LIMITED

Plaintiff

AND

Mrs. E and Mr. F
Trading as E & F

Defendants

ANSWER

IN ANSWER to the Plaintiff's Statement of Claim the Defendants will say as follows: -

1. THAT paragraphs 1 and 2 are admitted
2. THAT paragraph 3 is admitted in so far as the Defendants ordered goods to the value of £30,000 as detailed in the copy invoices attached to the Plaintiff's Statement of Claim although not all the goods were received by the Defendants and no documentary proof was ever received by them to the effect that such goods had ever been despatched and the Defendants further aver that it was the responsibility of the Plaintiff to insure such a consignment against damage and/or non-delivery. If which is denied the goods were successfully despatched by the Plaintiff the Defendants in any event only received goods to the value of £ which sum has been paid to the Plaintiff.
3. THAT as to paragraph 4 of the Statement of Claim it is admitted that the Defendants returned to the Plaintiff three items although the Defendants deny that the value of these taps was £ but rather £ (copy credit note hereto attached and marked 'A')
4. THAT as to paragraph 5 of the Plaintiff's Statement of Claim it is admitted that the Defendants aver that they sent to the Plaintiff a cheque in the sum of £ dated the 2nd February, 2008 by way of advance payment for goods not previously received by the Defendants which had to be re-ordered but that payment of the said cheque was countermanded when the Plaintiff did not appear to be forthcoming with the goods.
5. THAT as to paragraph 6 the Defendants aver it is admitted that payment of £ was made by the Defendants by way of full and final settlement for all goods received by them and not in part satisfaction of the Plaintiff's claim for £30,000
6. THAT paragraph 7 is denied.
7. THAT save as is hereinbefore admitted or stated to be not admitted the Defendants deny each and every allegation made in the Particulars of Claim as if the same were herein set out and specifically traversed.

WHEREFORE the Defendants ask that the Plaintiff's claim be dismissed and that the Plaintiff be asked to pay the costs of this action.

Signed.....
Date.....
Defendant's Address for Service
Address details

Specimen Particulars of Claim Form 4

IN THE ROYAL COURT OF THE ISLAND OF JERSEY (Samedi Division)

2008/004

BETWEEN	MRS. F	PLAINTIFF
AND	MR. R	DEFENDANT

STATEMENT OF CLAIM

The Plaintiff will say: -

1. That in or about the month of January 2008 the Defendant borrowed from the Plaintiff the sum of £20,000 which sum the Defendant agreed to repay to the Plaintiff at the rate of £1,000 per month commencing January 2008; the said loan to carry interest at the rate of 20% per annum.
2. That, in pursuance of the said contract, the Defendant has paid to the Plaintiff sums totalling £1,000
3. That in or about the month of February 2008 the parties agreed that repayments of the balance of the said loan should be by weekly payments of £200
4. That notwithstanding the matters aforesaid the only tender of payment made by the Defendant was a cheque in the sum of £1000.00 which was post dated and invalid.
5. That the Defendant remains indebted to the Plaintiff in the said sum of £20,000 with interest accruing at the contractual rate and (other than the furnishing of the aforesaid invalid cheque) the Defendant has failed, refused or neglected to satisfy in whole or in part his said indebtedness to the Plaintiff.

WHEREFORE the Plaintiff claims: -

- (a) the said sum of £20,000;
- (b) interest thereon at such rate and in respect of such period as the Court shall think fit;
- (c) the costs both recoverable and irrecoverable of this present action.

Signed.....

Date.....

Plaintiff's Address for Service

Address details

IN THE ROYAL COURT OF JERSEY

SAMEDI DIVISION

		2008/004
BETWEEN	Mrs F	PLAINTIFF
AND	Mr G	DEFENDANT

ANSWER

THE DEFENDANT in Answer will say: -

1. THAT at some time in January 2008 the Defendant borrowed from the Plaintiff the sum of £20,000 which sum the Defendant agreed to repay to the Plaintiff at the rate of £1,000 per month commencing January 2008; the said loan to carry interest at the rate of 20% per annum.
2. THAT the Defendant has duly made nine payments of £1,000 each for the months of January 2008 to September 2008 inclusive and a further sum of £1,500 for the month of October 2008; leaving a balance outstanding (capital and interest) of £X
3. THAT the Defendant further tendered a cheque for £2,000 in month of October 2008, which tender was refused by the Plaintiff on the grounds that she had been advised by her legal representative so to do.
4. THAT the Plaintiff thereby and by her further actions is in breach of her agreement with the Defendant.
5. THAT the Defendant has adhered strictly to the terms of the agreement and will continue to do so.

WHEREFORE the Defendant requests that he be dismissed from the and that the Plaintiff be condemned to pay the costs thereof.

Signed.....

Date.....

Defendant's Address for Service

Address details

Annex 2

A sample letter of consent

Your Ref:

Our Ref:

[Click **here** and type date]

Judicial Greffier
Judicial Greffe
Royal Court Building
Royal Square
St Helier
Jersey
JE1 1JG

Dear [Click **here** and type name]

A –v- B

Royal Court Reference (if known)

In accordance with the terms of Practice Direction 05/22 the parties agree that the above action which is to be called on Friday [Click **here** and type date] should be placed on the pending list/adjourned sine die/ adjourned to [Click **here** and type date].

Signed "Mr A"

Plaintiff

Date []

Signed "Miss B"

Defendant

Date []

Annex 3

Practice Direction RC 05/4

ROYAL COURT OF JERSEY

RC 05/4

Form of Discovery

A list of documents furnished to one party to an action by another party thereto in pursuance of an order made by virtue of Rule 6/17(1) of the Royal Court Rules 2004, should be in the form set out in the first schedule hereto and should enumerate the documents in a convenient order and as shortly as possible by describing them or, in the case of bundles of documents of the same nature, each bundle, sufficiently to enable it to be identified and that the affidavit verifying such list shall be in whichever of forms A or B set out in the second schedule hereto is appropriate.

Attention is also drawn to the provisions of paragraph (3) of the said Rule 6/17, which deals with the manner in which claims for privilege from production are to be made.

FIRST SCHEDULE

List of Documents pursuant to Order of the Court

(Title as in action)

LIST OF DOCUMENTS

The following is a list of the documents relating to the matters in question in this action which are or have been in the possession, custody or power of the above-mentioned plaintiff (defendant) and which is served in compliance with the order herein dated the day of 20 .

1. The plaintiff (or defendant) has in his possession, custody or power the documents relating to the matters in question in this action enumerated in Schedule 1 hereto.
2. The plaintiff (or defendant) objects to produce the documents enumerated in part 2 of the said Schedule 1 on the ground that (stating the grounds of objection).

3. The plaintiff (or defendant) has had, but has not now, in his possession, custody or power the documents relating to the matters in question in this action enumerated in Schedule 2 hereto.
4. Of the documents in the said Schedule 2, those numbered in this schedule were last in the plaintiff's (or defendant's) possession, custody or power on (stating when) and the remainder on (stating when).

(Here state what has become of the said documents and in whose possession they now are.)
5. Neither the plaintiff (or defendant), nor his advocate/solicitor nor any other person on his behalf, has now, or ever had, in his possession, custody or power any document of any description whatever relating to any matter in question in this action, other than the documents enumerated in Schedules 1 and 2 hereto.

SCHEDULE 1

Part 1

(Here enumerate in a convenient order the documents (or bundles of documents, if of the same nature, such as invoices) in the possession, custody or power of the party in question which he does not object to produce, with a short description of each document or bundle sufficient to identify it).

Part 2

(Here enumerate as aforesaid the documents in the possession, custody or power of the party in question which he objects to produce.)

SCHEDULE 2

(Here enumerate as aforesaid the documents which have been, but at the date of service of the list are not, in the possession, custody or power of the party in question.).

Dated the day of , 20 .

NOTICE TO INSPECT

Take notice that the documents in the above list, other than those listed in part 2 of Schedule 1 (and Schedule 2), may be inspected at (the office of the advocate/solicitor of the above-named (plaintiff) (defendant) (insert address) or as may be) on the day of , 20 , between the hours of and (or by mutual arrangement).

To the defendant, (plaintiff) C.D. and his advocate/solicitor.

Served the day of , 20 , by of , advocate/solicitor for the (plaintiff) (defendant).

SECOND SCHEDULE

FORM A

Affidavit Verifying List of Documents by an Individual

(Title as in action)

I, the above-named plaintiff (or defendant), make oath and say as follows:

1. The statements made by me in paragraphs 1, 3 and 4 of the list of documents produced and shown to me marked are true.
2. The statements of fact made by me in paragraph 2 of the said list are true.
3. The statements made by me in paragraph 5 of the said list are true to the best of my

knowledge, information and belief.

Sworn, etc.

This affidavit is filed on behalf of the plaintiff (or defendant).

FORM B

Affidavit Verifying List of Documents by Company or Corporation

(Title as in action)

I, (state name and description of deponent, e.g., a director or secretary of the plaintiff (defendant) company, or as the case may be), make oath and say as follows:

1. The statements made in paragraphs 1, 3 and 4 of the list of documents now produced and shown to me marked are within my own knowledge and are true.
2. The statements of fact made in paragraph 2 of the said list are within my own knowledge and are true.
3. The statements made in paragraph 5 of the said list are true to the best of my knowledge, information and belief.
4. I am a director (or the secretary) of the plaintiff (defendant) company (or as the case may be,) and I am duly authorised to make this affidavit.

Sworn, etc.

This affidavit is filed on behalf of the plaintiff (or defendant).

Specimen form of summons for directions

In the Royal Court of Jersey

Samedi Division

[enter PL/SD No.]

BETWEEN

[Click and type name]

PLAINTIFF

AND

[Click and type name]

DEFENDANT

SUMMONS FOR DIRECTIONS

Let all parties appear before the Judicial Greffier/Master
at on the day of 20 , at o'clock in
the noon on the hearing of an application for directions in the above named
action that –

1. This action shall be set down on the hearing list.
2. This action shall be consolidated with action(s) – No. –.
3. The plaintiff have leave to amend the Order of Justice [*or* the defendant have leave to amend the answer [and counterclaim] *or* the plaintiff have leave to amend the reply [and answer to counterclaim] and to re-serve the amended pleading within days and that the opposite party have leave to serve an amended consequential pleading, if so advised, within days thereafter and that the costs of and occasioned and thrown away by the amendments be the defendant's [*or* the plaintiff's] in any event.
4. The plaintiff serve on the defendant *or* the defendant serve on the plaintiff within days the further and better particulars of his pleading. (*specify*).
5. The plaintiff within days serve on the defendant and the defendant within days serve on the plaintiff a list of documents [and file an affidavit verifying such list] [limited to the documents relating to the special damages claimed *or as may be*].
6. There be inspection of the documents within days of the service of the lists [and filing of the affidavits].

7. The plaintiff [defendant] retain and preserve pending the trial of the action [and upon days notice give inspection of] [the subject matter of the action] to the defendant [plaintiff] and to his legal advisers [and experts].
8. The action be stayed pursuant to Rule 6/28 for [*specify period*] for the purposes specified in that Rule. [At the hearing, the parties must be in a position to advise what efforts have been made or are to be made to effect settlement of the action by alternative dispute resolution]
9. *Set out fully and precisely any other directions intended to be applied for [e.g. adducing expert evidence, etc.] –*
10. There be conducted a pre-trial review at such time and in such manner as the Judicial Greffier/Master may specify.
11. *Set out estimated length of trial.*
12. The parties shall apply to the Bailiff's Judicial Secretary [within [] days of [] or within such time as the Judicial Greffier/Master may specify] to fix a date for the trial of the action.
13. The costs of this application shall be costs in the cause.

DATED the [Type day] day of [Type Month], [Type year]

.....

Advocate for the Plaintiff

[Click and type Name]

.....

.....

Advocate for the Defendant

[Click and type Name]

.....

Greffier Substitute

[Click and type Address for Service]