

STATUTORY INSTRUMENTS.

S.I. No. 286 of 1999.

**DISTRICT COURT (AFFIDAVITS) RULES, 1998.**

The District Court Rules Committee, in exercise of the powers conferred on them by section 91 of the Courts of Justice Act, 1924, section 72 of the Courts of Justice Act, 1936, section 17 of the Interpretation Act, 1937 [as applied by section 48 of the Courts (Supplemental Provisions) Act, 1961] and section 34 of the Courts (Supplemental Provisions) Act, 1961, do hereby, with the concurrence of the Minister for Justice, Equality and Law Reform, make the following Rules of Court:

1. These Rules may be cited as the District Court (Affidavits) Rules, 1998.
2. These Rules shall come into operation on the 27th day of September, 1999, and shall be read together with all other District Court Rules for the time being in force.
3. (a) Order 9 of the District Court Rules, 1997 (S.I. No. 93 of 1997) is hereby amended by the substitution of the following Rule for Rule 1 thereof:

"1. Unless otherwise provided by statute or Rules of Court, an affidavit to be used in the Court shall be made before a Commissioner to administer Oaths for the High Court or a practising solicitor, or where a person making an affidavit resides outside the State or is for the time being thereout, then an affidavit shall be made before any person duly authorised to administer oaths in the Country where such person ordinarily resides or is, and the signature of such person purporting to act as such Commissioner or practising solicitor or of the person duly authorised to administer oaths shall be prima facie evidence that such affidavit was duly made."

and the said Order 9, as so amended, appears in Schedule 1 hereto.

(b) Order 45 of the District Court Rules 1997 (S.I. No. 93 of 1997) is hereby amended by the addition of the word "Practising Solicitor" after the Commissioner for Oaths in Forms 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8.

and the said Order 45, as so amended, appears in Schedule 2 hereto.

Affidavits to be made before Commissioners for Oaths or practising solicitor.

1. Unless otherwise provided by statute or Rules of Court, an Affidavit to be used in the Court shall be made before a Commissioner to administer oaths for the High Court or a practising solicitor, or where a person making an affidavit resides outside the State or is for the time being thereout, then an affidavit shall be made before any person duly authorised to administer oaths in the country where such person ordinarily resides, or is, and the signature of such person purporting to act as such Commissioner or practising solicitor or of the person duly authorised to administer oaths shall be prima facie evidence that such affidavit was duly made.

No affidavit to be sworn before the solicitor for the party.

2. No affidavit shall be sufficient if sworn before the solicitor acting for the party on whose behalf the affidavit is to be used or before the partner, agent, or clerk of such solicitor or before the said party.

ORDER 45

## JUDGMENT IN DEFAULT

0.45, r.1 Definitions.

1. In this Order—

"The Act of 1988" means the Jurisdiction of Courts and Enforcement of Judgements (European Communities) Act 1988 (No. 3 of 1988).

"the Convention" has the meaning assigned to it in the Act of 1988.

"The Hague Convention" means the Hague Convention of 15th November, 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

Where no notice of intention to defend lodged.

2. (1) Where the claim in civil proceedings is in respect of a debt or liquidated money demand and the defendant fails to give notice of intention to defend within the time limited by these Rules, the plaintiff may in default of such notice apply for judgment, by lodging with or sending by post to the Clerk:—

(a) An affidavit of debt (Form 45.1, 45.2, 45.3, 45.4, 45.5, or 45.6, Schedule C as the case may be) verifying the plaintiff's claim and made by the plaintiff or by some person on his or her behalf who can swear positively to the facts;

Statutory certificates.

(b) Where the claim is by a Minister of a Government Department, or the Land Commission, or the Commissioners of Public Works or such other bodies or persons who are by statute so entitled, the same may be verified and the sum then actually due may be proved by any certificate under seal which is by statute made evidence of the matters therein certified instead of by affidavit as is provided in paragraph (a) hereof.

(c) Where a defendant has executed a consent which has been duly witnessed, an affidavit (Form 45.7 or 45.8 Schedule C.) verifying such consent in lieu of an affidavit of debt.

(d) A completed form of decree (Form 45.9, 45.10, 45.11, 45.12, 45.13, 45.14 or 45.15 Schedule C as the case may be) signed by the plaintiff or solicitor for the Plaintiff.

(2) The affidavit verifying the plaintiff's claim specified in paragraph (1) (a) or paragraph (1) (c) hereof shall be sworn and the certificate specified in paragraph (1) (b) shall be given within the period of one month next preceding the date of application for judgment, otherwise the same shall not be sufficient.

Q.45, r.2

(3) Where the plaintiff's request for judgment includes a claim in respect of value-added tax, the affidavit shall contain averments as to whether or not value-added tax is payable by the plaintiff on his or her legal costs, and if payable whether or not the sum so payable is recoverable by the plaintiff from the Revenue Commissioners.

(4) Subject to the provisions of paragraph (5) hereof, the Judge shall thereupon sign a decree for the amount of the debt then due and the costs thereof (including the amount in respect of any value-added tax payable on such costs where he or she is satisfied that such tax is so payable and is not otherwise recoverable) together with all actual and necessary outlay, if any.

Refusal to enter judgment—Clerk to notify.

(5) The Judge may in any case refuse to enter judgement and in any such case he or she, shall direct that the case shall be listed for hearing at the first available opportunity, in which event the Clerk shall give to the plaintiff or solicitor for the plaintiff at least seven days notice by ordinary post of the place, date and time of such hearing.

Review of default judgment.

3. (1) A party against whom any decree may have been obtained in accordance with the provisions of rule 2 of this Order may apply by notice of motion (Form 45.16 Schedule C) to the Court in the court area in which the decree was obtained for an order to vary or set aside the said decree on the ground that the same was obtained by fraud, misrepresentation, surprise, mistake or other sufficient ground, but service of the notice of motion shall not operate as a stay of proceedings in the action unless the defendant lodges with the Clerk together with the original of the notice of motion the amount for which the decree was made and costs.

Mode and time for service of notice.

(2) Such notice of motion shall be served either personally or by post upon the plaintiff or solicitor for the plaintiff within ten clear days from the date upon which the making of such decree shall have come to the knowledge of the defendant.

(3) The Court may declare sufficient the service of such notice actually effected.

(4) Such notices shall be lodged with the Clerk four days at least before the date fixed for the hearing of the motion and shall set forth clearly and briefly the reasons why the party applying did not give notice of intention to defend the civil summons, the nature of the fraud, misrepresentation, surprise, mistake or other sufficient ground relied upon, and setting out the grounds of defence to the action in which the said decree was made.

Power of Court on hearing application

(5) The Court may, on the hearing of any such motion, grant or refuse the application to vary or set aside the decree upon terms as to costs or otherwise including lodgment with the Clerk of the amount of such decree or any part thereof, and may give such directions and such extensions of time as may be necessary in regard to the further conduct of the action.

Costs in discretion of Court.

(6) The costs of any such motion, if awarded by the Court, shall be such an amount as the Court may consider reasonable.

0.45, r.4 where the Conventions apply.

4. Notwithstanding the provisions of this Order, where the proceedings are proceedings to which the Conventions apply and the defendant is domiciled in a Contracting State other than the State.

(1) the civil summons (with any necessary modifications) or, as the case may be, notice thereof in the Form 62.1 Schedule C (with two notices of intention to defend attached thereto) and a certificate in the Form 62.2 Schedule C shall be served on the defendant in accordance with the provisions of the Hague Convention and Order 11 of these Rules.

(2) The provisions contained in Order 62 rules 4 and 5 of these Rules shall apply to proceedings to which this rule relates.

Where no notice to defend is received.

5. (1) If, in the proceedings under Rule 4 hereof, no notice of intention to defend is received by the clerk from the defendant, the Judge shall, in accordance with Rule 2 hereof, direct that the case be listed for hearing in Court and the plaintiff or his solicitor be notified. At the hearing it shall be necessary for the plaintiff to show to the satisfaction of the Court that, to the best of his belief—

Necessary proofs.

(a) each claim made in the civil summons is one which by virtue of the provisions of the Conventions, the Court has jurisdiction to hear and determine,

(b) no proceedings involving the same cause of action are pending between the parties in another Contracting State,

(c) the defendant was duly served with the document instituting the proceedings or notice thereof, and

(d) the defendant has been able to receive the said document or notice in sufficient time to enable him to arrange for his defence, or all necessary steps have been taken to this end, as required by Article 20 of the 1968 Convention.

The Hague convention.

(2) Where, however the document instituting the proceedings (or notice thereof) had to be transmitted abroad for service in accordance with the Hague Convention, the provisions of paragraphs 1 (c) and 1 (d) of this rule shall not apply. The other paragraphs of this rule shall be subject to rule 6 hereof.

Service of documents.

6.(1) Where any document for use in proceedings to which this Order relates is to be served upon a person outside the jurisdiction and the service is to be effected in a State which is a party to the Hague Convention, the provisions (including Articles 8 to 11) of the convention and Order 62 of these Rules shall apply in every such case.

Procedure on non-appearance of defendant. O.45, r.6

(2) Where the document instituting the proceedings (or notice thereof) was transmitted abroad for service under the provisions of The Hague Convention and the defendant has not appeared or given notice to defend, judgment shall not be given until the provisions of Article 15 of that Convention as set out in Order 11 rule 10 of these Rules have been complied with.

(3) Notwithstanding the provisions of paragraph (2) of this rule, the Court may give judgment even if no certificate of service or delivery as provided by that Convention has been received if all the conditions listed in the said Article 15 and set out in Order 11 rule 10 of these Rules are fulfilled.

Extension of time.

(4) Where judgment has been given in proceedings to which this rule relates against a defendant who has not appeared and that defendant wishes to apply for an extension of time for appeal from the judgment, the provisions of Order 11 Rule 12 shall apply in every such case.

No. 45.1

SCHEDULE C

0.45, r2 (1) (a)

AFFIDAVIT OF DEBT

(excepting proceedings instituted in pursuance of the Consumer Credit Act, 1995)

District Court Area of

District No.

Between

.....  
..... Plaintiff

—and—

.....  
. Defendant(s)

I, .....  
of.....

in the County  
of.....  
.

aged years and upwards make OATH and say as follows:—

1. I am the Plaintiff (or the —state capacity in which deponent makes the Affidavit of the Plaintiff and I am duly authorised to make this Affidavit) in this action. The facts herein stated are within my own knowledge save where otherwise appears.

2. The civil summons herein claiming the sum of £ was served upon the Defendant on the day of 19 .

3. No Notice of Intention to Defend the said civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

4. \*No sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the said civil summons and the sum of £ is now actually due and owing by the Defendant to the Plaintiff over and above all just credits, claims and allowances and no part thereof has been in any manner paid, satisfied or discharged.

\*Delete where inapplicable.

\*Delete where inapplicable.

5. Value-added tax \* is/\*is not/payable by the Plaintiff on the costs of the within proceedings (and any such value-added tax \*is/is not recoverable by the Plaintiff from the Revenue Commissioners)

\*Delete where inapplicable.

\*Delete where inapplicable.

\*Delete where inapplicable.

Sworn before me at .....

in the County of this this day

of 19 and I know the deponent.

.....  
.....

Deponent

Commissioner for Oaths/Practising Solicitor

No. 45.2

SCHEDULE C

0.45, r2 (1) (a)

AFFIDAVIT OF DEBT

(in proceedings instituted in pursuance of a Hire-Purchase Agreement)

District Court Area of

District No.

Between

..... Plaintiff

—and—

..... Defendant(s)

I, .....  
of.....

in the County  
of.....

aged years and upwards make OATH and say as follows:—

1. I am the Plaintiff (or the —state capacity in which deponent makes the Affidavit of the Plaintiff and I am duly authorised to make this Affidavit) in this action. The facts herein stated are within my own knowledge save where otherwise appears.

2. The civil summons herein claiming the sum of £ was served upon the \*(first named) Defendant on the day of 19. \*(and upon the second named Defendant on the day of 19).

\*Delete where inapplicable.

\*Delete where inapplicable.

3. No Notice of Intention to Defend the said civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

4. \* No sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the said civil summons and the sum of £ is now actually due and owing by the Defendant to the Plaintiff over and above all just credits, claims and allowances and no part thereof has been in any manner paid, satisfied or discharged.

\*Delete where inapplicable.

\*Delete where inapplicable.

5. The said sum is due by the \*(first named) Defendant under a hire-purchase agreement in writing dated day of 19 and made between the Plaintiff of the one part and the \* (first named) Defendant of the other part\* (and due by the second named Defendant on foot of a contract of guarantee and/or indemnity in writing dated day of 19 and made between the Plaintiff of the one part and the second named Defendant of the other part).

\*Delete where inapplicable.

\*Delete where inapplicable.

\*Delete where inapplicable.

6. I beg to refer to the said hire-purchase agreement \* (and guarantee and/or indemnity) upon which marked with the letter "A" I have endorsed my name prior to the swearing hereof. I am informed by †..... and believe that the said agreement(s) was/were duly executed by the Defendant(s)

†Name of person witnessing defendant's signature.

\*Delete where inapplicable.

7. The Plaintiff is the owner of the said goods.

8. The provisions of sections 57 and 58 of the Consumer Credit Act, 1995 were complied with in respect of the said transaction(s).

9. Value-added tax \*is/\*is not/payable by the Plaintiff on the costs of the within proceedings (and any such value-added tax \*is/\*is not/recoverable by the Plaintiff from the Revenue Commissioners).

\*Delete where inapplicable.

\*Delete where inapplicable.

\*Delete where inapplicable.

\*Delete where inapplicable.

Sworn before me at .....

in the County of this this day

of 19 and I know the deponent.

.....

.....

Deponent

Commissioner for Oaths/Practising Solicitor

CERTIFICATE

It is hereby certified as follows:—

That \*no sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the civil summons herein and that the sum of £ is now actually due by the Defendant to the Plaintiff.

\*Delete where inapplicable.

\*Delete where inapplicable.

That no Notice of Intention to Defend this civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

Dated this day of 19.

Signed.....

Plaintiff or Solicitor for Plaintiff

This Affidavit is filed this day of 19

by.....Plaintiff

or by..... Solicitor for Plaintiff who requests judgment for the sum of and costs \*(and claims the recovery of value-added tax payable by the Plaintiff on the said costs).

\*Delete where inapplicable.

No. 45.3

SCHEDULE C

0.45, r.2 (1) (a)

AFFIDAVIT OF DEBT

(in proceedings instituted in pursuance of a Hire-Purchase Agreement which has been assigned to the Plaintiff)

District Court Area of

District No.

Between

..... Plaintiff

—and—

..... Defendant(s)

I, .....  
of.....

in the County  
of.....

aged years and upwards make OATH and say as follows:—

1. I am the Plaintiff (or the —state capacity in which deponent makes the Affidavit—of the Plaintiff and I am duly authorised to make this Affidavit) in this action. The facts herein stated are within my own knowledge save where otherwise appears.

2. The civil summons herein claiming the sum of £ was served upon the \*(first named) Defendant on the day of 19 \*(and upon the second named Defendant on the day of 19).

\* Delete where inapplicable.

\* Delete where inapplicable.

3. No Notice of Intention to Defend the said civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

4. \*No sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the said civil summons and the sum of £ is now actually due and owing by the Defendant to the Plaintiff over and above all just credits, claims and allowances and no part thereof has been in any manner paid, satisfied or discharged.

\* Delete where inapplicable.

\* Delete where inapplicable.

5. The said sum is due by the \*(first named) Defendant under a hire purchase agreement in writing dated day of 19 and made between (a) of one part and the \*(first named) Defendant of the other part\* (and due by the second named Defendant on foot of a contract of guarantee and/or indemnity in writing dated day of 19 and made between (a) of the one part and the second named Defendant of the other part).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

6. By assignment dated day of 19 the said (a) assigned his/her/their interest in the said hire-purchase agreement \*(and guarantee and/or indemnity) to the Plaintiff. By notice dated day of 19 the said Defendant(s) was/were notified of the said assignment.

\* Delete where inapplicable.

7. I beg to refer to the said hire-purchase agreement \*(and guarantee and/or indemnity) upon which marked with the letter "A" I have endorsed my name prior to the swearing hereof.

\* Delete where inapplicable.

I am informed by †

† Name of person witnessing defendant's signature.

and believe that the said agreement(s) was/were duly executed by the Defendant(s).

8. I beg to refer to the said assignment upon which marked with the letter "B" I have endorsed my name prior to the swearing hereof.

9. The Plaintiff is the owner of the said goods.

10. The provisions of sections 57 and 58 of the Consumer Credit Act, 1995 were complied with in respect of the said transaction(s).

11. Value-added tax \*is/\*is not/payable by the Plaintiff on the costs of the within proceedings (and any such value-added tax \*is/\*is not/recoverable by the Plaintiff from the Revenue Commissioners).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

Sworn before me at .....

in the County of this this day

of 19 and I know the deponent.

.....

.....

Deponent

Commissioner for Oaths/Practising Solicitor

CERTIFICATE

It is hereby certified as follows:—

That \*no sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the civil summons herein and that the sum of £ is now actually due by the Defendant to the Plaintiff.

\*Delete where inapplicable.

\*Delete where inapplicable.

That no Notice of Intention to Defend this civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

Dated this day of 19.

Signed.....

Plaintiff or Solicitor for Plaintiff

This Affidavit is filed this day of 19

by.....Plaintiff

or by..... Solicitor for Plaintiff who requests judgment for the sum of and costs \*(and claims the recovery of value-added tax payable by the Plaintiff on the said costs).

\*Delete where inapplicable.

No. 45.4

SCHEDULE C

0.45, r.2 (1) (a)

AFFIDAVIT OF DEBT

(in proceedings instituted in pursuance of a Credit-Sale Agreement)

District Court Area of

District No.

Between

..... Plaintiff

—and—

..... Defendant(s)

I, .....  
of.....

in the County  
of.....

aged years and upwards make OATH and say as follows:—

1. I am the Plaintiff (or the —state capacity in which deponent makes the Affidavit— of the Plaintiff and I am duly authorised to make this Affidavit) in this action. The facts herein stated are within my own knowledge save where otherwise appears.

2. The civil summons herein claiming the sum of £ was served upon the \*(first named) Defendant on the day of 19 \*(and upon the second named Defendant on the day of 19).

\* Delete where inapplicable.

\* Delete where inapplicable.

3. No Notice of Intention to Defend the said civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

4. \*No sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the said civil summons and the sum of £ is now actually due and owing by the Defendant(s) to the Plaintiff over and above all just credits, claims and allowances and no part thereof has been in any manner paid, satisfied or discharged.

\* Delete where inapplicable.

\* Delete where inapplicable.

5. The said sum is due by the \*(first named) Defendant under a credit-sale agreement in writing dated day of 19 and made between the Plaintiff of the one part and the \*(first named) Defendant of the other part \*(and due by the second named Defendant on foot of a contract of guarantee and/or indemnity in writing dated day of 19 and made between the Plaintiff of the one part and the second named Defendant of the other part).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

6. I beg to refer to the said credit-sale agreement \*(and guarantee and/or indemnity) upon which marked with the letter "A" I have endorsed my name prior to the swearing hereof. I am informed by † and believe that the said agreement(s) was/were duly executed by the Defendant(s).

†Name of person witnessing defendant's signature.

\* Delete where inapplicable.

7. The provisions of Part III of the Consumer Credit Act, 1995 were complied with in respect of the said transaction(s).

8. Value-added tax \*is/\*is not/payable by the Plaintiff on the costs of the within proceedings (and any such value-added tax \*is/\*is not/recoverable by the Plaintiff from the Revenue Commissioners).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

Sworn before me at .....

in the County of this this day

of 19 and I know the deponent.

.....

.....

Deponent

Commissioner for Oaths/Practising Solicitor

CERTIFICATE

It is hereby certified as follows:—

That \*no sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the civil summons herein and that the sum of £ is now actually due by the Defendant to the Plaintiff.

\*Delete where inapplicable.

\*Delete where inapplicable.

That no Notice of Intention to Defend this civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

Dated this day of 19.

Signed.....

Plaintiff or Solicitor for Plaintiff

This Affidavit is filed this day of 19

by.....Plaintiff

or by..... Solicitor for Plaintiff who requests judgment for the sum of and costs \*(and claims the recovery of value-added tax payable by the Plaintiff on the said costs).

\*Delete where inapplicable.

No. 45.5

SCHEDULE C

0.45, r.2 (1) (a)

AFFIDAVIT OF DEBT

(in proceedings instituted in pursuance of a Credit Agreement)

District Court Area of

District No.

Between

..... Plaintiff

—and—

..... Defendant(s)

I, .....  
of.....

in the County  
of.....

aged years and upwards make OATH and say as follows:—

1. I am the Plaintiff (or the —state capacity in which deponent makes the Affidavit— of the Plaintiff and I am duly authorised to make this Affidavit) in this action. The facts herein stated are within my own knowledge save where otherwise appears.

2. The civil summons herein claiming the sum of £ was served upon the \*(first named) Defendant on the day of 19 \*(and upon the second named Defendant on the day of 19).

\* Delete where inapplicable.

\* Delete where inapplicable.

3. No Notice of Intention to Defend the said civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

4. \*No sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the said civil summons and the sum of £ is now actually due and owing by the Defendant(s) to the Plaintiff over and above all just credits, claims and allowances and no part thereof has been in any manner paid, satisfied or discharged.

\* Delete where inapplicable.

\* Delete where inapplicable.

5. The said sum is due by the \*(first named) Defendant under a credit-sale agreement in writing dated day of 19 and made between the Plaintiff of the one part and the \*(first named) Defendant of the other part \*(and due by the second named Defendant on foot of a contract of guarantee and/or indemnity in writing dated day of 19 and made between the Plaintiff of the one part and the second named Defendant of the other part).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

6. I beg to refer to the said agreement \* upon which marked with the letter "A" I have endorsed my name prior to the swearing hereof. I am informed by † and believe that the said agreement was duly executed by the Defendant(s).

†Name of person witnessing defendant's signature.

\* Delete where inapplicable.

\*7. The Plaintiff is a licensed moneylender.

\* Delete where inapplicable.

8. The provisions of Part III of the Consumer Credit Act, 1995 were complied with in respect of the said transaction.

9. Value-added tax \*is/\*is not/payable by the Plaintiff on the costs of the within proceedings (and any such value-added tax \*is/\*is not/recoverable by the Plaintiff from the Revenue Commissioners).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

Sworn before me at .....

in the County of this this day

of 19 and I know the deponent.

.....

.....

Deponent

Commissioner for Oaths/Practising Solicitor

CERTIFICATE

It is hereby certified as follows:—

That \*no sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the civil summons herein and that the sum of £ is now actually due by the Defendant to the Plaintiff.

\*Delete where inapplicable.

\*Delete where inapplicable.

That no Notice of Intention to Defend this civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

Dated this day of 19.

Signed.....

Plaintiff or Solicitor for Plaintiff

This Affidavit is filed this day of 19

by.....Plaintiff

or by..... Solicitor for Plaintiff who requests judgment for the sum of and costs \*(and claims the recovery of value-added tax payable by the Plaintiff on the said costs).

\*Delete where inapplicable.

No. 45.6

SCHEDULE C

0.45, r.2 (1) (a)

AFFIDAVIT OF DEBT

(in proceedings instituted in pursuance of a Consumer-Hire Agreement)

District Court Area of

District No.

Between

..... Plaintiff

—and—

..... Defendant(s)

I, .....

of.....

in the County

of.....

aged years and upwards make OATH and say as follows:—

1. I am the Plaintiff (or the —state capacity in which deponent makes the Affidavit— of the Plaintiff and I am duly authorised to make this Affidavit) in this action. The facts herein stated are within my own knowledge save where otherwise appears.

2. The civil summons herein claiming the sum of £ was served upon the \*(first named) Defendant on the day of 19 \*(and upon the second named Defendant on the day of 19).

\* Delete where inapplicable.

\* Delete where inapplicable.

3. No Notice of Intention to Defend the said civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

4. \*No sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the said civil summons and the sum of £ is now actually due and owing by the Defendant(s) to the Plaintiff over and above all just credits, claims and allowances and no part thereof has been in any manner paid, satisfied or discharged.

\* Delete where inapplicable.

\* Delete where inapplicable.

5. The said sum is due by the \*(first named) Defendant under a consumer-hire agreement in writing dated day of 19 and made between the Plaintiff of the one part and the \*(first named) Defendant of the other part \*(and due by the second named Defendant on foot of a contract of guarantee and/or indemnity in writing dated day of 19 and made between the Plaintiff of the one part and the second named Defendant of the other part).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

6. I beg to refer to the said agreement upon which marked with the letter "A" I have endorsed my name prior to the swearing hereof. I am informed by † and believe that the said agreement was duly executed by the Defendant(s).

†Name of person witnessing defendant's signature.

7. The provisions of Part III of the Consumer Credit Act, 1995 were complied with in respect of the said transaction.

8. Value-added tax \*is/\*is not/payable by the Plaintiff on the costs of the within proceedings (and any such value-added tax \*is/\*is not/recoverable by the Plaintiff from the Revenue Commissioners).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

Sworn before me at .....

in the County of this this day

of 19 and I know the deponent.

.....

.....

Deponent

Commissioner for Oaths/Practising Solicitor

CERTIFICATE

It is hereby certified as follows:—

That \*no sum whatever \*/ the sum of £ only/has been paid on foot of the claim herein since the service of the civil summons herein and that the sum of £ is now actually due by the Defendant to the Plaintiff.

\*Delete where inapplicable.

\*Delete where inapplicable.

That no Notice of Intention to Defend this civil summons has been received by the Plaintiff or Solicitor for the Plaintiff.

Dated this day of 19.

Signed.....

Plaintiff or Solicitor for Plaintiff

This Affidavit is filed this day of 19

by.....Plaintiff

or by..... Solicitor for Plaintiff who requests judgment for the sum of and costs \*(and claims the recovery of value-added tax payable by the Plaintiff on the said costs).

\*Delete where inapplicable.

No. 45.7

SCHEDULE C

0.45, r.2 (1) (c)

AFFIDAVIT EXHIBITING A CONSENT OF PAYMENT BY INSTALMENTS

(excepting proceedings instituted in pursuance of the Consumer Credit Act, 1995)

District Court Area of

District No.

Between

..... Plaintiff

—and—

..... Defendant(s)

I, .....  
of.....

in the County  
of.....

aged years and upwards make OATH and say as follows:—

- 1. I was present and I saw the above-named Defendant execute the within consent.
- 2. Value-added tax \*is/\*is not/payable by the Plaintiff on the costs of the within proceedings (and any such value-added tax \*is/\*is not/recoverable by the Plaintiff from the Revenue Commissioners).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

Sworn before me at .....

in the County of this this day

of 19 and I know the deponent.

.....

.....

Deponent

Commissioner for Oaths/Practising Solicitor

CONSENT TO PAYMENT BY INSTALMENTS

The Defendant hereby admits that he/she is liable to the Plaintiff in the sum of £ \*being portion of the claim

\* Delete where inapplicable.

\*as claimed in the civil summons served upon him/her on the day of 19 and consents to pay the said sum of £ together with the sum of for costs \*(and value-added tax) by instalments of £ each, the first of such instalments to be paid on the day of 19 and thereafter on the in each succeeding.

\* Delete where inapplicable.

\* Delete where inapplicable.

The Defendant further consents that on default being made by him/her in payment of any one or more of such instalments that the whole balance of the said debt and costs \*(and value-added tax) then remaining unpaid shall immediately become due and payable by him/her.

\* Delete where inapplicable.

Dated this day of 19.

Signed.....

Defendant

.....

Witness

This Affidavit is filed this day of 19

by ..... Plaintiff

or by ..... Solicitor for Plaintiff who requests judgment as in within consent appearing.

No. 45.8

SCHEDULE C

O.45 r2 (1) (c)

AFFIDAVIT EXHIBITING A CONSENT TO JUDGMENT

District Court Area of

District No.

Between

.....  
..... Plaintiff

—and—

.....  
. Defendant(s)

I, .....

of.....

in the County  
of.....

aged years and upwards make OATH and say as follows:—

1. I was present and I saw the above-named Defendant execute the within consent.
2. Value-added tax \*is/\*is not/payable by the Plaintiff on the costs of the within proceedings (and any such value-added tax \*is/\*is not/recoverable by the Plaintiff from the Revenue Commissioners).

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

\* Delete where inapplicable.

Sworn before me at .....

in the County of this this day

of 19 and I know the deponent.

.....

Deponent

Commissioner for Oaths/Practising Solicitor

CONSENT TO JUDGMENT

The Defendant hereby admits that he/she is liable to the Plaintiff in the sum of £ \*being portion of the claim in the civil summons served upon him/her on the \*as claimed

\* Delete where inapplicable.

\* Delete where inapplicable.

day of 19 and consents to pay the entry of judgment against him/her accordingly with the appropriate costs \*(and value-added tax).

\* Delete where inapplicable.

Dated this day of 19.

Signed.....

Defendant

.....

Witness

This Affidavit is filed this day of 19

by ..... Plaintiff

or by ..... Solicitor for Plaintiff who requests judgment for the sum of £ and costs \*(and claims the recovery of value-added tax payable by the Plaintiff on the said costs).

\* Delete where inapplicable.

Given this 12th day of October, 1998

Peter Smithwick, Chairman

John Garavan

John P. Brophy

Gillian M. Hussey

Sean McMullin

Gerard Griffin

Olive Caulfield

I concur in the making of the foregoing Rules.

Dated this 14th day of September, 1999.

JOHN O'DONOGHUE,

Minister for Justice, Equality and Law Reform.

EXPLANATORY NOTE.

(This note is not part of the Instrument and does not purport to be a legal interpretation.)

These Rules amend Order 9 of the District Court Rules, 1997 (S.I. No. 93 of 1997) by allowing a practising solicitor sign an affidavit for use in the District Court.

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Source: Irish Statute Book Database

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