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SCHEDULE

rule 11

Form No. 1 Application for Short Form Taxation(Order 62, Rule 32A)

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND 20 No

TAXING OFFICE

BETWEEN:

Plaintiff

AND

Defendant

**PART A: BACKGROUND**

[Here give brief particulars of the nature of the case in which the Order for Taxation was obtained]

**PART B: DISPUTED ITEMS**

AMOUNT	VAI	TAXED OFF
£	£	[for completion by Master if appropriate]

**ITEMS IN DISPUTE**

(each item of disbursement in dispute should be listed separately and individually numbered)

1.	£	£
2.	£	£

Costs of Taxation

(i) Preparation of Bill and ancillary papers; attending taxation, vouching and completing taxation,

(i) hours @ £ <sup>(1)</sup> per hour	£
(ii) Uplift for care and conduct @ 50%	£ _____ £

Dated this day of 20 .

Signed

Solicitors for the Plaintiffs/Defendants<sup>(2)</sup>

(1) Insert as appropriate  
(2) Delete as appropriate

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Address .....

Telephone No. ....

**PART C: FOR OFFICE USE ONLY**

**SUMMARY OF TAXATION OF DISPUTED ITEMS**

	CLAIMED	VAT	TAXED OFF
Less taxed off			
Add VAT on items allowed			
Add costs of Taxation			
Add VAT thereon			
Add STAMP DUTY on taxed item			
<b>TOTAL COSTS TAXED AND ALLOWED</b>			

No. 10B Notice to Defendant in lender’s action for possession on default of payment in respect of regulated agreement secured by mortgage

(O.88 r.4A)

[Teading as in summons]

To: [name of defendant] of [address]

Take Notice that:—

1. The Court has statutory power to make a time order in respect of a debt secured by mortgage where that debt arises under a regulated agreement within the meaning of the Consumer Credit Act 1974 (“the Act”). A time order may provide for the payment of any sum due under either a regulated agreement or a security for that agreement by such instalments, payable at such times, as the Court considers reasonable. The Court must in its consideration of whether to make a time order, and if so upon what terms, have regard to the means of the debtor and any surety and the interests of the creditor. When making a time order (or any other order relating to a regulated agreement) the Court also has power to vary the regulated agreement or the mortgage or other security in consequence of a term of the order and to suspend (either until such time as the Court subsequently directs or until a specified act or omission occurs) or make conditional (on the doing of specified acts by a party to the proceedings) the operation of any terms of the order.

2. Those powers are set out in Part IX of the Act and in particular sections 129, 130, 135 and 136. A time order may be made if it appears to the Court just to do so:

- (i) on an application by the creditor for an enforcement order (an order as defined in section 189(1) of the Act and giving leave to enforce notwithstanding a failure by the creditor to comply with certain procedural requirements as specified in the Act); or
- (ii) on an application made by the debtor after service of a default notice in accordance with sections 87 and 88 of the Act in respect of a breach of the regulated agreement (or service of a notice in non-default cases under section 76(1) or 98(1) of the Act); or
- (iii) in an action brought by the creditor to enforce a regulated agreement or any security or recover possession of goods or land to which a regulated agreement relates.

3. There are a number of steps you should immediately consider taking if you want the Court in these proceedings to exercise its discretion under those powers in your favour, namely—

- (a) consulting a solicitor or taking other advice (for example, from the Housing Rights Service or a branch of the Citizen’s Advice Bureau);
- (b) preparing (or having your advisers prepare) a detailed written budget setting out your income and outgoings and indicating the resources available to discharge the arrears of payments due in respect of the regulated agreement if necessary by regular payments over a period of time in addition to the normal regular payments you are required to make, or to address the entire

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debt arising in respect of the regulated agreement by payments over a period of time involving a variation in the payment terms and obligations under the regulated agreement or (so far as provided to secure the regulated agreement) the mortgage or other security;

- (c) **working out carefully what you consider to be your best realistic proposal** to discharge the arrears which have arisen on the entire regulated agreement debt: if you (with help of your advisers, if any) cannot realistically propose that you discharge the relevant sums out of resources other than the mortgaged property itself, you should consider whether you should try to sell the mortgaged property (or, if practical, a part of it) in order to discharge the entire debt, with a view to seeking the exercise of the Court's discretion so as to give you an adequate opportunity to sell the property;
- (d) **attending the hearing** as detailed in the notice of appointment or summons that has been served on you, where you should be in a position to provide:-
  - (i) an explanation for the default in meeting your obligations under the regulated agreement or the mortgage;
  - (ii) details of your financial and other relevant circumstances;
  - (iii) your best realistic proposal to discharge the outstanding debt or the arrears of instalments together with any normal instalments that become due;
  - (iv) any proposal for change to the payment terms and obligations under the regulated agreement, mortgage or other security for the regulated agreement debt that you consider might be necessary to facilitate your proposal;
- (e) **bringing to the hearing documents** to vouch details of your financial and other relevant circumstances (for example, your current or prospective salary, employment prospects and/or state benefits) and, where appropriate, documents relating to your endeavours to sell the premises or to obtain a new loan on the security of the mortgaged property.

**Your attention is drawn to the notes appended to this Notice.**

Dated this     day of                     20     .

(Signed)

Solicitor for the Plaintiff

## NOTES

(1) Details of the matters set out in paragraph 5(b), (c) and (d) should, wherever possible, be provided to the Court in advance of your attendance at the hearing, preferably by way of affidavit or affidavits exhibiting copies of all the relevant documents and sworn by you and any other witnesses whose evidence you wish the Court to take into account. **Affidavits should be filed in the Chancery Office, Room 1-19A, First Floor, Royal Courts of Justice, Chichester Street, BELFAST BT1 3JF.** Where it is not possible to provide the documents and information referred to in advance of the hearing by way of affidavit, the Court may be prepared to consider oral evidence of those matters at the hearing or may adjourn the hearing to ensure that those matters are put on affidavit.

(2) Where the mortgage which secures the regulated agreement affects a dwelling-house and ALSO secures money which did NOT arise under a regulated

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agreement within the meaning of the Consumer Credit Act 1974 (or a security provided for such an agreement) you should refer also to the powers of the Court and the (very similar) procedure described in a form headed "Notice to Defendant in lender's action for possession of dwelling-house on default of mortgage payment" served upon you together with this Notice. It is likely that a single affidavit covering both the regulated agreement debt and the other secured sums would be sufficient.

**IF YOU DO NOT TAKE APPROPRIATE STEPS PURSUANT TO THIS NOTICE YOUR FAILURE TO DO SO IS AT YOUR OWN RISK**

No.10C Notice to non-defendant occupier in lender's action for possession of land  
(O.88, r.4B)

[Heading as in summons]

To: [Name of occupier, where known] [Person or Persons Unknown (other than the above-named defendant(s) occupier or occupiers of the property)] [address or other sufficient description of the mortgaged property]

Take notice that:—

1. In these proceedings the plaintiff is claiming delivery by the defendant(s) of possession of the above-mentioned property pursuant to a mortgage/charge between the parties. [By an order of this Court on \_\_\_\_\_ the defendant(s) was/were required to deliver possession of the property to the plaintiff but the order was stayed or suspended and the plaintiff has now issued a summons asking the Court to remove the stay or suspension and give the plaintiff permission to enforce the order against the defendant(s)].

2. If you consider you have a right which should be determined in these proceedings you may apply to be added as a defendant in accordance with the Rules of the Supreme Court (Northern Ireland) 1980 and, in particular, Order 15 of those rules. Any such application should be made as soon as possible.

3. The plaintiff's application is listed for hearing before the Master (Chancery), Room 1-16, Royal Courts of Justice, Chichester Street, Belfast, BT1 3JF at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. If you wish to be added as a defendant but it is not possible for you to comply with the relevant rule or rules by the filing of an application and an affidavit in the Chancery Office, Room 1-19A, First Floor, Royal Courts of Justice, Chichester Street, Belfast, BT1 3JF, in advance of the hearing, the Court may be prepared to consider oral evidence as to your claim (if any) at the hearing and, if appropriate, add you as a defendant, or may adjourn the hearing to give you time to file an application to be added as a defendant and your affidavit evidence.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(Signed)

Solicitor for the plaintiff

[address]