

Number of fee in Schedule to Order of 1926		Amendment or addition	£ s d			
Part	No.					
II	2	After the figure " £20 " where last appearing <i>Add</i> " but not exceeding £50 " Immediately thereafter <i>Add</i> " Exceeding £50 but not exceeding £75 " ... - 3 0 " £75 " ... - 4 0"				
	9	Omit the words " or over " and in lieu thereof insert " but not exceeding £500 " Immediately thereafter <i>Add</i> " Exceeding £500 but not exceeding £750 " ... - 15 0 " £750 " ... 1 0 0"				
	19	Before the word " claimed " insert the words " decreed or " After the words " exceed £5 " where first appearing, insert in lieu of the words now therein standing the words " if the sum claimed shall exceed £5 but shall not exceed £50 " Immediately thereafter <i>Add</i> " shall exceed £50 but shall not exceed £75 " ... - 3 0 " £75 " ... - 3 6"				
	22	<i>Add</i> " The like, in cases within the extended jurisdiction " ... - 2 0"				
	III	1	After the figures £400 where last appearing <i>Add</i> " but shall not exceed £500 " Immediately thereafter <i>Add</i> " Wherein the subject matter shall exceed £500 but shall not exceed £750 — on the Civil Bill or Petition, on the Primary Order or Decree and on the Final Order or Decree, each ... 1 0 0 Wherein the subject matter shall exceed £750, there shall be likewise respectively taken a fee of ... 1 5 0"			
		7	<i>Add</i> " The like, in cases within the extended jurisdiction " ... - 7 6"			
12		<i>Add</i> " The like, in cases within the extended jurisdiction " ... - 15 0"				
13		<i>Add</i> " The like, in cases within the extended jurisdiction " ... - 10 0"				

The Hire-Purchase Act (Northern Ireland), 1940,

County Court Rules, 1943.

1943. No. 81.

I, THE RIGHT HONOURABLE SIR JAMES ANDREWS, Bart., Lord Chief Justice of Northern Ireland, in exercise of the powers conferred on me by sub-section (2) of section 4 of the Administration of Justice (Emergency Provisions) (Northern Ireland) Act, 1939, and of all other powers

enabling me in that behalf, do hereby make and certify the rules hereinafter set forth as rules to be in force in proceedings in the county courts under The Hire-Purchase Act (Northern Ireland), 1940.

Dated this 2nd day of July, 1943.

James Andrews,
Lord Chief Justice of Northern Ireland.

The Court Fees referred to in rule 8 have been fixed with the consent of the Ministry of Finance for Northern Ireland.

In witness whereof the Official Seal of the Ministry has been affixed hereto this ninth day of July, 1943, in the presence of

(L.S.) *W. B. Spender,*
Secretary, Ministry of Finance.

THE HIRE-PURCHASE ACT (NORTHERN IRELAND), 1940,
COUNTY COURT RULES, 1943.

Dated the 2nd day of July, 1943.

The following rules under the Hire-Purchase Act (Northern Ireland) 1940 (in these rules referred to as "the Act") shall apply to the county courts.

These rules may be cited as The Hire-Purchase (County Court) Rules (Northern Ireland), 1943, and they shall come into operation on the 1st day of August, 1943.

1. Expressions used in these rules shall have the same meaning as in the Act.

The Interpretation Act, 1889, and the Interpretation Act (Northern Ireland), 1921, shall apply to the interpretation of these rules as they apply to the interpretation of an Act of Parliament.

These rules may be read and construed with the County Court (Ireland) Orders, 1890, and rules and orders of later date amending the same, which, save where otherwise appearing in these rules, shall apply to all proceedings under the Act.

2. In all cases to which section 11 of the Act applies where an owner seeks to enforce in the county court a right to recover possession of goods let under a hire-purchase agreement, the proceedings shall be commenced by an ordinary civil bill which shall state

- (1) the date of the agreement and the parties thereto,
- (2) the goods claimed,
- (3) the amount of the hire-purchase price,
- (4) the cash price,
- (5) the amount paid by or on behalf of the hirer,
- (6) the date when the right to recover the goods accrued.

The civil bill shall be served fifteen clear days before the first day of the sessions.

3. In an action by an owner to enforce a right to recover goods from a hirer all the parties to the agreement and any guarantor shall be made parties to the proceedings, save that it shall not be necessary to make any person a party to the proceedings who does not reside in Northern Ireland, but at the hearing the judge may order that the name of any party to the agreement, or any guarantor not named as a party to the proceedings, be added as defendant. Every person whose name is so added shall be served with the civil bill. The court shall have power to allow service of the civil bill in such proceedings out of Northern Ireland on any defendant or intended defendant, or to make an order for substitution of service, or an order deeming service already had good service. Service out of Northern Ireland, and substituted service, shall be effected in such mode as the court shall direct.

4.—(1) Applications under section 13 of the Act shall be made by motion on notice which shall be in the form in the Appendix hereto or to the like effect. Every other application to the court shall be made by motion entitled in the matter of the Act.

(2) Every notice of motion shall be served six clear days before the first day of the sessions at which it is intended to have the application heard, and a copy of such notice of motion with the endorsement of service thereof shall be lodged with the Clerk of the Crown and Peace two clear days before such sessions.

(3) Where the exigencies of the case require, an order under section 12, sub-section 3, may be made *ex parte*.

In any *ex parte* application the applicant shall lodge with the Clerk of the Crown and Peace an *ex parte* docket setting forth the nature of the application.

5.—(1) Service of any civil bill whereby the owner commences an action to enforce a right to recover possession of goods from a hirer shall be effected by a civil bill officer in the manner prescribed for the service of ordinary civil bills unless the judge shall otherwise direct.

(2) Service of any notice of motion may be accepted by a solicitor acting on behalf of the respondent.

(3) In any case in which service of a notice of motion is not accepted by a solicitor service shall be effected by a civil bill officer in the manner prescribed for the service of ordinary civil bills unless otherwise directed by the judge, who may direct service to be substituted or to be effected by registered post or that service already had be deemed good service as the case may be.

6. In any case to which section 11 of the Act applies in which there are two or more hirers, the action may be brought in the county court having jurisdiction where any one of the hirers resides or carries on business, or resided or carried on business at the date when the last payment under the hire-purchase agreement was made.

7. In actions to enforce a right to recover possession from a hirer of the whole of the goods comprised in a hire-purchase agreement, the cash price of which does not exceed £50, and in actions to enforce a right to recover possession of portions of goods, the cash price of the whole of which goods exceeds £50, the value of the goods sought to be recovered, which shall, *prima facie*, be the cash price of the goods, shall be determined by the court, and if the value so determined does not exceed £50, the costs, including counsel's fees, shall be of the same amount as the costs in proceedings by ordinary civil bill for the recovery of a sum equal to the value which the court shall determine to be the value of the goods to enforce a right to recovery of possession whereof the action is brought. In all other such cases the costs, including counsel's fees, shall be of the same amount as the costs in proceedings by ordinary civil bill for the recovery of £50 with the addition of 50 per cent. to such amount. Provided that in all applications under section 12, sub-section (3), and section 13 of the Act the costs, including counsel's fees, shall be in the discretion of the court. Such determination of value shall not be conclusive or binding except for the purpose of fixing the amount of costs and shall be without prejudice to the right of any party to dispute its accuracy for any other purpose. The Court may at any time direct that the costs payable under any order shall be paid by instalments of such amount and at such times as the Court may specify.

8. The fees payable in the court in respect of proceedings under the Act to enforce a right to recover possession of goods, the cash price of which is not more than £50, shall be the same fees as those payable in proceedings by ordinary civil bill for the recovery of a sum equal to the cash price of the goods for the recovery of possession of which the proceedings are brought. If in such proceedings the cash price of the goods for the recovery of possession of which the proceedings are brought is more than £50, the fees payable in proceedings by ordinary civil bill for the recovery of £50 with the addition of 50 per cent. shall be payable.

9. When the operation of any order for the specific delivery of goods is postponed the decree shall not issue until an affidavit has been lodged with the Clerk of the Crown and Peace showing that (a) the condition or one of the conditions on which the operation of the order has been postponed has not been fulfilled, or that (b) all the said conditions have been fulfilled but that the defendant is in default in payment of costs awarded by the said decree.

10. Non-compliance with any of the foregoing rules shall not render any proceedings void unless the court shall so direct, but the time may be extended, and the proceedings may be set aside, either wholly or in part, or may be amended or otherwise dealt with in such manner and upon such terms as the court may think just.

11. Where not expressly provided for by these rules, the existing practice of the county court shall be followed in proceedings under the Act.

12.—(1) The Under Sheriff shall be entitled to receive the following fee for executing a decree or order for the recovery of possession of goods, namely :

(a) if executed at a place not exceeding three statute miles from the Under Sheriff's Office by the nearest public road	£2	2	0
(b) if executed at a place beyond that distance	£3	3	0

(2) The amount of the said fee shall be entered on every such decree or order which shall be executed by the Under Sheriff. The said fee shall be paid to the Under Sheriff by the party by whom the execution of the decree or order shall be demanded on or before the delivery of the decree or order to the Under Sheriff, and in default of such payment the Under Sheriff may refuse to execute the same; and the amount of such payment shall be chargeable against the party against whom such decree or order shall be made and may be levied and recovered in like manner as the poundage fee legally payable to an Under Sheriff upon a levy under a civil bill decree by execution against the goods of a party, and when the same or any part thereof is so recovered it shall be paid by the Under Sheriff to the party by whom the execution of the decree or order was demanded.

(3) The expenses of the removal of the goods so recovered shall be paid to the Under Sheriff by the party requiring the execution of the decree or order.

13. The forms in the Appendix hereto, with such modifications as may be necessary, may be used for applications and decrees under the Act and these Rules.

APPENDIX.

NOTICE OF MOTION UNDER SECTION 12, SUB-SECTION 3 OR SECTION 13.

(Title of Action)

TAKE NOTICE that at the sittings of the Court for the above-named County and Division to be held at _____ on the _____ day of _____ an application will be made to the Court under the Hire-Purchase Act (Northern Ireland), 1940, Section _____ sub-section _____ on behalf of the (Plaintiff or Defendant) for an order (specify remedy applied for).

Dated this _____ day of _____, 19 _____

(Names of applicant and his Solicitor).

To (the above-named defendant) and the Clerk of the Crown and Peace for the County of _____

DECREE FOR DELIVERY OF GOODS UNDER PARAGRAPH (a) OF SECTION 12 (4).

It appearing to the Court that the plaintiff duly caused a Civil Bill to be brought at the present sittings against the defendant for the recovery of goods of the plaintiff alleged to have been wrongfully detained by the defendant and it appearing to the Court that the defendant being in default under a hire-purchase agreement dated the _____ day of _____, and made between _____

_____ did wrongfully detain the goods of the plaintiff hereinafter mentioned being goods subject to the said agreement and that the value (or the cash price, as the case may be) of the said goods is £ _____

It is ordered and decreed by the Court that the plaintiff do recover against the defendant the following goods of the plaintiff so wrongfully detained by the defendant, that is to say (here specify the goods which the Court decides to have been detained) _____ and that the defendant do return the said goods to the plaintiff on or before the day of _____, 19 _____

And in default of the defendant returning the said goods to the plaintiff within the time aforesaid the several under sheriffs in Northern Ireland are hereby commanded to seize the said goods and to cause same to be delivered to the plaintiff.

And it is further ordered that the defendant (insert name) do pay to the plaintiff the sum of £ _____ for costs.

And the several under sheriffs in Northern Ireland are hereby further commanded to take in execution the goods of the defendant (insert name) to satisfy the said costs.

Dated at _____ this _____ day of _____, 19 _____

SEAL.

Clerk of the Crown and Peace.

Solicitors for Plaintiff.

DECREE FOR DELIVERY OF GOODS UNDER PARAGRAPH (b) OF SECTION 12 (4).

It appearing to the Court that the plaintiff duly caused a Civil Bill to be brought at the present sittings against the defendant for the recovery of goods of the plaintiff alleged to have been wrongfully detained by the defendant and it appearing to the Court that the defendant being in default under a hire-purchase agreement dated the _____ day of _____, and made between _____

_____ did wrongfully detain the goods of the plaintiff hereinafter mentioned being goods subject to the said agreement and that the value of the said goods (or the cash price, as the case may be) is £ _____

It is ordered and decreed by the Court that the plaintiff do recover against the defendant the following goods of the plaintiff so wrongfully detained by the defendant, that is to say (specify the goods which the Court decides to have been detained).

And it is ordered that the defendant do return the said goods to the plaintiff on or before _____ day of _____ and in default of the defendant delivering the said goods to the plaintiff within the time aforesaid the several under sheriffs in Northern Ireland are hereby commanded to seize the said goods and to cause same to be delivered to the plaintiff.

And it is ordered that the operation of this order be postponed on condition that the unpaid balance of the hire-purchase price, namely £ _____, is paid to the plaintiff by instalments of £ _____ for every month the first instalment to be paid on the _____ day of _____, 19____, (add any further conditions imposed by the Court).

And it is ordered that the above-mentioned agreement be modified in the following respects :—

No sum except the instalments aforesaid shall be payable to the plaintiff in respect of the said agreement during the said postponement.

(State any other respect in which the agreement is to be modified).

And it is further ordered that the defendant (insert name) do pay to the plaintiff the sum of £ _____ for costs and the several under sheriffs in Northern Ireland are hereby commanded to take in execution the goods of the defendant (insert name) to satisfy the said costs.

Dated at _____ this _____ day of _____, 19____.

SEAL.

Clerk of the Crown and Peace.

Solicitors for Plaintiff.

DECREE FOR DELIVERY OF GOODS UNDER PARAGRAPH (c) OF SECTION 12 (4).

It appearing to the Court that the plaintiff duly caused a Civil Bill to be brought at the present sittings against the defendant for the recovery of goods of the plaintiff alleged to have been wrongfully detained by the defendant and it appearing to the Court that the defendant being in default under a hire-purchase agreement dated the _____ day of _____ and made between _____ did wrongfully detain the goods of the plaintiff hereinafter mentioned being goods subject to the said agreement and that the value (or the cash price, as the case may be) of the said goods is £ _____

It is ordered and decreed by the Court that the plaintiff do recover against the defendant (name) the following goods of the plaintiff so wrongfully detained by the defendant that is to say (specify the goods which the Court decides to have been detained).

And it is ordered that the defendant (insert name) do return the said goods to the plaintiff on or before the _____ day of _____ and in default of the defendant returning the said goods to the plaintiff within the time aforesaid the several under sheriffs in Northern Ireland are hereby commanded to seize the said goods and to cause same to be delivered to the plaintiff.

And it is further ordered that the plaintiff's title to the following goods be transferred to the defendant (insert name) that is to say (specify remainder of the goods to which the agreement relates).

And it is ordered that the defendant do pay to the plaintiff the sum of £ _____ for costs.

And the several under sheriffs in Northern Ireland are hereby commanded to take in execution the goods of the defendant (insert name) to satisfy the said costs.

ORDER ON APPLICATION UNDER SECTION 13.

(Title of Action)

It is ordered that in lieu of the conditions mentioned in the decree made in this action on the _____ day of _____ the operation therein shall be postponed on the following conditions that is to say (state the varied conditions).

And it is ordered that the terms of the hire-purchase agreement referred to in the said decree be further varied/modified in the following respects (state respects in which the agreement is to be modified).

OR, It is ordered that the postponement of the operation of the order in the decree in this action dated the _____ day of _____ be revoked, and that the defendant (insert name) do return the goods specified in the decree namely (specify the goods) on or before the _____ day of _____

And it is ordered that the _____ do pay the sum of £ _____ for costs.

OR, It is ordered that the defendant (insert name) do return the following goods to the plaintiff on or before the _____ day of _____, the value (or the cash price, as the case may be) thereof being £ _____ (specify the goods of which the Court decides to order the return).

And it is ordered that the _____ do pay the sum of £ _____ for costs.

And it is ordered that in default of the defendant returning the said goods to the plaintiff within the time aforesaid the several under sheriffs in Northern Ireland are hereby commanded to seize the said goods and to cause same to be delivered to the plaintiff.

And the several under sheriffs in Northern Ireland are hereby commanded to take in execution the goods of the (insert name) to satisfy the said costs.

And it is further ordered that the plaintiff's title to the following goods be transferred to the defendant (specify the remainder of the goods to which the agreement relates).

DETERMINATION OF NEEDS.

Blind Persons and Outdoor Relief.

ORDER, DATED 7TH SEPTEMBER, 1943, MADE BY THE MINISTRY OF HOME AFFAIRS UNDER SECTION SIX OF THE PENSIONS AND DETERMINATION OF NEEDS ACT (NORTHERN IRELAND), 1943.

1943. No. 102.

WHEREAS it is provided amongst other things by section Six of the Pensions and Determination of Needs Act (Northern Ireland), 1943, that for the purpose of any provision of the said Act the expression "the appointed day," if and so far as the provision relates to financial assistance under section Two of the Blind Persons Act, 1920, as amended in its application to Northern Ireland by section Two of the Blind Persons Act (Northern Ireland), 1938, and to outdoor relief under the Poor Relief Acts (Northern Ireland), 1838 to 1937, shall mean such date as may be appointed by order of the Ministry of Home Affairs :

NOW THEREFORE the Ministry of Home Affairs hereby orders as follows, that is to say :—

1. The First day of October, One thousand nine hundred and forty-three, shall be the appointed day for the coming into force of sections One and Two of the Pensions and Determination of Needs Act (Northern Ireland), 1943, in so far as the provisions of the said sections relate to financial assistance under section Two of the Blind Persons