

PETTY CIVIL COURTS ACT

CHAPTER 4:21

**Act
9 of 1911**

Amended by

35 of 1917	3 of 1964
13 of 1921	43 of 1975
63 of 1921	45 of 1979
29 of 1922	3 of 1980
29 of 1925	47 of 1980
36 of 1936	12 of 1988
14 of 1939	28 of 1996
9 of 1943	13 of 1998*
2 of 1949	47 of 2000

*See Note on page 2

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Note on Act No. 13 of 1998

For jurisdiction of the Petty Civil Courts with respect to eligibility for mediation in Civil matters *vide* section 14 of Act No. 13 of 1998.

Note on Adaptation

Under paragraph 6 of the Second Schedule to the Law Revision Act (Ch. 3:03) the Commission amended certain references to public officers in this Chapter. The Minister's approval of the amendments was signified by LN 52/1980, but no marginal reference is made to this Notice where any such amendment is made in the text.

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PETTY CIVIL COURTS ACT

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CHAPTER 4:21

PETTY CIVIL COURTS ACT

An Act relating to Petty Civil Courts.

1950 Ed.
Ch. 3 No. 3.
9 of 1911.

Commencement.

[1ST MAY 1911]

Short title.

1. This Act may be cited as the Petty Civil Courts Act.

Interpretation.
[45 of 1979].

2. In this Act—

“action” means any proceeding commenced by the issue of a summons out of a Court;

“bailiff” means the bailiff of the district and his assistants;

“Clerk” means Clerk of the Court or any person for the time being performing the functions of Clerk in accordance with section 6;

“Court” means a Petty Civil Court under this Act;

“district” means a district established by Order under section 3;

“foreign Court” means the Court of a district into which process is issued from another Court;

“foreign district” means a district other than the district from the Court of which the process is issued;

“hereditament” includes both a corporeal and an incorporeal hereditament and a building shall be within the definition notwithstanding that it is movable property;

“home Court” means the Court from which process is originally issued;

“Judge” means the Judge of the Court;

“judgment” means the final decision of the Court in any action;

“land” includes messuages, tenements and hereditaments of any tenure, and a building shall be within the definition notwithstanding that it is movable property;

“landlord” in relation to any land means the person entitled to the immediate reversion of that land or, if the property therein

is held in joint tenancy any of the persons entitled to the immediate reversion;

“party” means party to an action or a person served with notice of or in any action and includes a body politic or corporate;

“prescribed” means prescribed by the Rules made under this Act for the time being in force; and where no such rule applies it shall mean according to the practice and forms in use in the Courts heretofore held in the said respective districts;

“proceeding” means any proceeding in a Court other than an action;

“process” includes summons, notice, execution, summons under the Debtors Act, and any other step in any action or founded on any judgment in an action; Ch. 8:07.

“return day” means the day appointed in any summons or proceeding for the appearance of the defendant or any other day fixed for the trial of any action or matter;

“Rules of Court” includes forms;

“trial” means the hearing of any action in Court.

3. (1) For the purposes of this Act the President may by Order divide Trinidad and Tobago into districts and require that one or more Courts be held in each such district. Districts. [45 of 1979].

(2) The Chief Justice may assign one or more Magistrates to a district or may assign a Magistrate to more than one district, and every Magistrate assigned to any district shall be a Judge of the Court or Courts of that district. Assignment of Magistrates to districts; and jurisdiction. [45 of 1979].

(3) Where more than one Magistrate is assigned to a district each such Magistrate shall exercise concurrent jurisdiction in that district with the other or others so assigned.

(4) Every Magistrate wherever assigned shall have jurisdiction throughout Trinidad and Tobago.

4. The Court shall hold public sittings at such places and on such days as the Chief Justice may from time to time, by Order appoint, but a Judge may at his discretion adjourn a Court to any Sittings. [45 of 1979].

day or hour that he considers convenient and, subject to any general or special directions the Chief Justice may issue from time to time, may hold sittings at times and places other than those appointed by Order under this section where satisfied that it is in the interest of justice to do so.

Office hours.
[43 of 1975].

5. The offices of the Courts shall be open daily, except on Saturday, Sunday, Easter Tuesday and public holidays from 8.00 a.m. to 4.15 p.m. on Monday to Thursday and from 8.00 a.m. to 4.00 p.m. on Friday for the granting of summonses, the issuing of writs of execution and carrying out of all other business of the Court.

Clerks to be
assigned to
districts.
[45 of 1979
47 of 1980].
Ch. 4:20.

6. One or more Clerks of the Peace appointed in pursuance of section 5 of the Summary Courts Act shall be assigned to every district; and a Clerk of the Peace assigned to a district may perform the functions of Clerk of any Court in the district.

Deputies.

7. The Chief Justice may assign a deputy or deputies to discharge the duties of any Judge in case of illness or absence or for other reason.

General
jurisdiction.
[3 of 1980
28 of 1996].

8. (1) A Court shall have jurisdiction to hear and determine any action founded on contract or on tort where the debt, demand or damage claimed is not more than fifteen thousand dollars, whether on balance of account or otherwise.

(2) A Court shall have jurisdiction to hear and determine any action where the debt or demand claimed consists of a balance not exceeding fifteen thousand dollars after a set-off of any debt or demand claimed or recoverable by the defendant from the plaintiff, being set-off admitted by the plaintiff in the particulars of his claim or demand.

(3) A Court shall have jurisdiction to hear and determine any action for the recovery of any penalty, expenses, contribution or other like demand which is recoverable by virtue of any written law for the time being in force, if—

- (a) it is not expressly provided by that or any other written law that the demand shall be recoverable only in some other Court; and

(b) the amount claimed in the action does not exceed fifteen thousand dollars.

In this subsection the expression “penalty” does not include a fine to which any person is liable on conviction or indictment or on summary conviction.

(4) In any written law relating to the jurisdiction of the Court or of a Magistrate in the exercise of his civil jurisdiction, where the limit of the amount specified in respect of any matter within the jurisdiction and discretion of the Court or Magistrate is less than fifteen thousand dollars, such amount shall be increased to fifteen thousand dollars, and the Court or Magistrate shall have and exercise jurisdiction accordingly.

9. (1) Where a plaintiff has a cause of action for more than fifteen thousand dollars in which, if it were not for more than fifteen thousand dollars, a Court would have jurisdiction, the plaintiff may abandon the excess, and thereupon a Court shall have jurisdiction to hear and determine the action, so however that the plaintiff shall not recover in the action an amount exceeding fifteen thousand dollars.

Abandonment of part of claim to give Court jurisdiction. [3 of 1980 28 of 1996].

(2) Where a Court has jurisdiction to hear and determine an action by virtue of this section, the judgment of the Court in the action shall be in full discharge of all demands in respect of the cause of action and entry of the judgment shall be made accordingly.

9A. (1) Where there is commenced in the High Court any action founded on contract or tort, the parties to the action may agree by a memorandum signed by them or by their respective Attorneys-at-law, that a Court specified in the memorandum, being a Court with jurisdiction under section 17, shall have jurisdiction in the action, and that Court shall have jurisdiction to hear and determine the action accordingly.

Jurisdiction by agreement in certain actions. [3 of 1980].

(2) Where an agreement is made under subsection (1) that a Court shall have jurisdiction, the High Court or a Judge thereof shall, on the application of any party to the proceedings order that the proceedings be transferred to that Court.

Transfer of actions of contract or tort from High Court to Court. [3 of 1980 28 of 1996].

9B. (1) In any action commenced in the High Court to which this section applies, any party may at any time apply to the High Court or a Judge thereof for an order that the claim and counterclaim, if any, or, if the only matter remaining to be tried is counterclaim, the counterclaim, shall be transferred—

- (a) to any Court in which the action might have been commenced if the subject matter and the amount thereof had been within the jurisdiction of the Court;
- (b) if the only matter remaining to be tried is a counterclaim, to any Court in which the counterclaim might have been commenced if it had been an action and the subject matter thereof had been within the jurisdiction of the Court; or
- (c) to any Court to which the High Court or Judge may deem the most convenient to the parties,

and the High Court or Judge may thereupon, if the Court or Judge thinks fit, order that the claim or counterclaim or both, as the case may be, be so transferred accordingly.

(2) This section applies to any action where—

- (a) the plaintiff's claim is founded either on contract or on tort and the amount claimed or remaining in dispute in respect thereof does not exceed fifteen thousand dollars, whether the action could or could not have been commenced in a Court, and whether the defendant does or does not set up, or intend to rely on, a counterclaim, and whether the counterclaim, if any, is founded on contract or on tort, and whether the amount claimed on the counterclaim, if any, exceeds or does not exceed fifteen thousand dollars; or
- (b) the only matter remaining to be tried between the parties is a counterclaim founded either on contract or on tort and the amount claimed or remaining in dispute in respect of the counterclaim does not exceed fifteen thousand

dollars, whether the counterclaim, if it had been an action, could or could not have been commenced in the Court.

10. (1) A Court shall have jurisdiction to hear and determine any action for the recovery of land (whether or not the relation of landlord and tenant exists or has existed between the parties) where neither the value of the land in question nor the rent (if any) payable in respect thereof exceeds the sum of fifteen thousand dollars a year.

Jurisdiction in actions for the recovery of land. [3 of 1964 3 of 1980 28 of 1996].

(2) This section is without prejudice to any jurisdiction which would have been possessed by any Court if this section had not been passed.

(3) This section shall have effect subject to any law from time to time in force for regulating rentals.

11. (1) Every lessee to whom there is delivered any summons issued from a Court for the recovery of land demised to or held by him, or to whose knowledge any such summons comes, shall forthwith give notice thereof to his lessor or his bailiff or receiver, and if he fails to do so he shall be liable to forfeit to the person of whom he holds the land an amount equal to the value of three years improved or rack rent of the land, to be recovered by action in any Court having jurisdiction in respect of claims for such an amount.

Lessee to give notice of summons for recovery of land.

(2) In this section “lessee” includes under-lessee and any other tenant.

12. (1) Where an action for the recovery of land is commenced in a Court, the defendant or his landlord may, within such time as may be prescribed by Rules made under this Act, apply to a Judge of the High Court in Chambers for a summons to the plaintiff to show cause why the action should not be transferred to the High Court on the ground that the title to land of greater annual value than fifteen thousand dollars would be affected by the decision in the action or that some important question of law or fact is likely to arise.

Transfer of actions for the recovery of land to the High Court. [3 of 1964 3 of 1980 28 of 1996].

(2) On the hearing of any such summons, the Judge of the High Court, if satisfied that such a title as mentioned above would be so affected or that some important question of law or fact is likely to arise as aforesaid, may order that the action be transferred to the High Court.

(3) Where, in an action for the recovery of land commenced in a Court, no application is made to the High Court in accordance with this section, or where such an application is made but no order is made for the transfer of the action, the Court shall have jurisdiction to hear and determine the action notwithstanding the provisions of this Act relating to actions in which the title to hereditaments comes in question.

(4) Where an action is transferred from a Court to the High Court in accordance with this section, the costs of the whole proceedings both before and after the transfer shall be in the discretion of the High Court.

Jurisdiction
where title in
question.
[3 of 1964
3 of 1980
28 of 1996].

13. A Court shall have jurisdiction to hear and determine any action in which the title to any hereditament comes in question, being an action which would otherwise be within the jurisdiction of the Court—

- (a) in the case of an easement or licence, if neither the value nor the rent (if any) of the hereditament in respect of which the easement or licence is claimed, exceeds the sum of fifteen thousand dollars a year; or
- (b) in any other case, if neither the value of the hereditament in question nor the rent (if any) payable in respect thereof exceeds the sum of fifteen thousand dollars a year.

Execution of
warrant of
possession.

14. For the purpose of executing a warrant to give possession of any premises, it shall not be necessary to remove any goods or chattels from those premises.

Limitation on
the jurisdiction
of the Courts.

15. (1) Save as expressly provided in this Act, a Court shall not have jurisdiction to hear and determine any action for the

recovery of land, or any action in which the title to any hereditament or any toll, fair market or franchise is in question.

(2) Notwithstanding the preceding provisions of this Act, a Court shall not have jurisdiction—

- (a) to grant any equitable relief or remedy or any judgment or order in the nature of a *mandamus* or injunction;
- (b) to hear and determine any action for libel, slander, slander of title, seduction, breach of promise of marriage, infringement of a patent or merchandise mark or copyright, malicious prosecution, false imprisonment, or breach of a statutory duty or any action or proceeding by way of replevin or any action in which the validity of any devise, bequest or limitation under any will or settlement may be disputed, or any action in which the validity or legality of anything done in the execution or discharge of any public office or employment, or any liability or alleged liability arising from the holding of any such office or employment, is in dispute.

(3) If it is made to appear in the course of any action or proceeding that such action or proceeding or any claim therein is not within the jurisdiction of the Court, the Court shall order such action, proceeding or claim, as the case may be, to be struck out with or without costs as the Judge thinks just.

16. Where an action is brought in respect of the recovery of any money by way of wages, or for damages for any alleged assault, or for the detention or conversion of goods, or for trespass to enclosed lands, or in respect of any other claim or cause of action, and in the opinion of the Judge the same could have been adequately dealt with by a Magistrate under the Summary Courts Act, or any other Act conferring on a Magistrate the power to award payment or damages or compensation to the plaintiff in respect of any debt or claim whatsoever, the Judge shall, unless for good cause it

Cases triable by Magistrates.

Ch. 4:20.

appears to him otherwise just, strike out such action at the hearing, and such striking out shall be without prejudice to any right of the plaintiff to proceed before a Magistrate, if he is entitled to do so. It shall not be deemed good cause for allowing such action to continue, that the time had expired for commencing proceedings in the Court of summary jurisdiction at the commencement of the action.

Jurisdiction as to parties.
[12 of 1988].

17. (1) Any person may, subject to this Act, sue or be sued in the Court of the district in which he resides or carries on business.

(2) Any person may, subject to this Act, sue or be sued in the Court of the district in which he is not resident or carrying on business in respect of—

- (a) a debt contracted by him within the district of the Court;
- (b) damages for any wrongful act committed within the district of the Court;
- (c) a breach of contract which is made or to be performed within the district of the Court.

Trustees, executors, or administrators.

18. Any trustee, executor or administrator may sue or be sued under this Act in like manner as if he were a party in his own right, and judgment and execution shall be such as in the like case would be given or issued in the High Court.

Partners.

19. Any two or more persons claiming or being liable as co-partners may sue or be sued in the name of their respective firms, if any; and it shall be sufficient if any of such co-partners be served with process, and judgment may be obtained and execution issued against one or all the persons liable as such co-partners.

Infants.
[45 of 1979
3 of 1980
28 of 1996].

20. (1) Any person under the age of eighteen years may prosecute any action under this Act for any sum of money not greater than fifteen thousand dollars which may be due to him for wages or piecework, or for work as a servant, in the same manner as if he were of full age, and any person above the age of fourteen and under the age of eighteen may be sued under this Act for any

debt not exceeding fifteen thousand dollars contracted for necessaries, in the same manner as if such person at the time of contracting such debt had been of full age, and the burden of establishing that the person contracting such debt was at the time of contracting the same, under the age of fourteen years shall be on the defendant setting up the same.

(2) Infants may sue as plaintiffs by their next friends, and may defend by their guardians, but nothing herein contained shall affect the right or liability of any infant to sue or be sued under subsection (1).

21. (1) All persons may be joined in one action as plaintiffs in whom any right to relief in respect of or arising out of the same transaction or series of transactions is alleged to exist, whether jointly, severally, or in the alternative, where if such persons brought separate actions any common question of law or fact would arise; but if upon the application of any defendant it appears that such joinder may embarrass or delay the trial of the action the Judge may order separate trials or make such other order as may be expedient. Any judgment may be given for such one or more of the plaintiffs as may be found to be entitled to relief, for such relief as he or they may be entitled to, without any amendment. But the defendant, though unsuccessful, shall be entitled to his costs occasioned by so joining any person who is not found entitled to relief, unless the Judge in disposing of the costs otherwise directs.

Joinder of parties.

(2) The plaintiff may, at his option, join as parties to the same action all or any of the parties severally, or jointly and severally, liable on any one contract, including parties to bills of exchange or promissory notes; and every such person against whom judgment has been obtained under this Act, and who has satisfied such judgment, is entitled to demand and recover contribution from any other person jointly liable with him.

(3) All persons may be joined as defendants against whom the right to any relief is alleged to exist, whether jointly, severally, or in the alternative; and judgment may be given against such one or more of the defendants as may be found to be liable, according to their respective liabilities, without any amendment.

Joinder of
causes of action.

22. (1) Subject to this Act the plaintiff may unite in the same action several causes of action—

- (a) claims by or against husband and wife may be joined with claims by or against either of them separately; and
- (b) claims by or against an executor or administrator as such may be joined with claims by or against him personally, if they are alleged to arise with reference to the estate in respect of which the plaintiff or defendant sues or is sued as executor or administrator; and
- (c) claims by plaintiffs jointly may be joined with claims by them or any of them separately against the same defendant.

(2) Except by leave of the Court—

- (a) claims by a trustee in bankruptcy as such shall not be joined with any claim by him in any other capacity; and
- (b) no cause of action shall be joined with an action for the recovery of land except claims for mesne profits or arrears of rent or double value of the land claimed or any part thereof or for damages for breach of any contract under which it is held or for any wrong or injury to it, or for payment of any principal money or interest secured by a mortgage or charge.

(3) If, at any time, it appears to a Judge that any causes of action united in one action cannot be conveniently tried and disposed of together, he may order separate trials, or may exclude any cause of action and order any consequential amendments to be made and may make such order as to costs as may be just.

Division of
causes of action.

23. A plaintiff may not divide any cause of action for the purpose of bringing two or more actions in one or more Courts.

Partnership or
intestacy or
legacy.
[3 of 1980
28 of 1996].

24. Any demand not exceeding fifteen thousand dollars that is claimed as the balance of a partnership account or the amount or

part of the amount of a distributive share under an intestacy or of any legacy under a will may be sued for in an action.

24A. Every action, counterclaim or matter which falls within the monetary limit of the jurisdiction of the Court shall be commenced in that Court except where the Registrar of the High Court considers that the action, counterclaim or matter is likely to raise an important question of law suitable for determination by the High Court, and so certifies in writing indicating the question of law.

Bar to High Court action. [28 of 1996].

25. (1) Where, before judgment, a sole plaintiff or defendant dies or one or more of several plaintiffs or defendants die, the action shall not abate if the cause of action survives or continues.

Death of parties.

(2) Where one or more of several plaintiffs or defendants die after judgment, proceedings thereon may be taken by the survivors or survivor or against the survivors or survivor, without leave of the Court.

26. (1) Save as otherwise expressly provided, all applications, respecting any action or proceeding shall be made in open Court to the Judge, and, except where the Judge thinks fit to permit the same to be made *ex parte*, shall be made on notice to the party to be affected thereby.

Applications. [51/1980].

(2) All applications to sue any person not resident in the district under section 17 shall not be made in open Court, but such applications may be made in writing in the prescribed form, and a fee of one dollar shall be payable in respect of the filing of every such application.

27. (1) All summonses and other process shall be in the prescribed form, but no process which, in the opinion of the Judge, substantially contains the prescribed information, details, and particulars shall be deemed invalid or insufficient by reason of any want of form or variation in form.

Forms of proceedings.

(2) Where any process is, in the opinion of the Judge, insufficient or substantially defective, the Judge may, in his

Amendment of process.

discretion, on such terms (if any) as to adjournment, costs, and otherwise as he thinks fit, amend the same or permit the party in default to amend the same; but such power of amendment shall not be exercised where the Judge is of opinion that the omission or irregularity has been intentional for purpose of delay, evasion, or deception, or otherwise not in good faith.

Affidavits.

(3) All affidavits for use in a Court may be sworn either before a Commissioner of Affidavits or before the Judge or before a Clerk.

General jurisdiction at trial.

28. At the trial the Judge shall try the whole matter of the action and give judgment thereon, or make any order or give any direction he may consider necessary to enable him to give a final judgment upon a day to which the trial may be adjourned, and also may make such order as to costs as he may think fit.

Power of Court to award interest on debts and damages. [28 of 1996].

28A. In giving judgment for recovery of any debt or damages, the Court may, if it thinks fit, order that there shall be added to the sum awarded interest at such rate as it thinks fit on the whole or any part of the debt or damages for the whole or any part of the period between the date when the cause of action arose and the date of the judgment, but nothing in this section shall—

- (a) authorise the giving of interest upon interest;
- (b) apply in relation to any debt upon which interest is payable as of right whether by virtue of any agreement or otherwise; or
- (c) affect the damages recoverable for the dishonour of a bill of exchange.

Time for payment.

29. The Judge at the hearing or, by consent of the parties, the Clerk in entering up judgment by confession or for non-appearance to a default summons under the Rules, may make orders concerning the time or times, and by what instalments (if any) any debt or damages or costs for which judgment is obtained shall be paid; and all such moneys shall be paid into Court unless otherwise directed, and in case of default made in payment of such judgment or of any such instalments, execution may issue against the person

Instalments.

making such default in respect of the balance of the debt payable at the time of such default in all respects as if no order for payment by instalments had been made.

30. Every order and judgment of any Judge made under any of the provisions of this Act shall, subject to sections 32 and 33 of this Act and to section 36 of the Supreme Court of Judicature Act, be final and conclusive between the parties; but the Judge shall have power at his discretion to strike out the action with or without costs and without giving any other judgment thereon, in any case in which satisfactory proof has not been given to him entitling either the plaintiff or the defendant to judgment, but such striking out shall not be a bar to any fresh action.

Judgment
to be final.
[3 of 1980].
Ch. 4:01.

31. (1) Without prejudice to the provisions of section 36 of the Supreme Court of Judicature Act, the High Court may order the removal to the High Court, by writ of *certiorari* or otherwise, of any proceedings commenced in a Court, other than proceedings in any such action as is referred to in section 8 being an action in which the sum claimed is fifteen hundred dollars or less.

Certiorari.
[3 of 1980
28 of 1996].
Ch. 4:01.

(2) When any proceedings are removed into the High Court under this section, the costs of the whole proceedings both before and after removal shall be in the discretion of the High Court.

(3) Any such removal shall be upon such terms as to payment of costs, giving security or otherwise as the High Court thinks fit to impose.

32. The Judge shall have power, on application made on notice, in his discretion to set aside any judgment pronounced by him and grant a new trial of any action tried by him on any of the grounds on which the High Court may grant a new trial of any action tried in such Court, and on such terms as to costs or security for costs, amendment, particulars, the payment of money into Court, and otherwise, as he thinks just. And the Judge may, on sufficient cause, in his discretion at any time, on application *ex parte*, stay execution for such time as he thinks fit to permit of any notice being given or of any other application being made on notice.

New trial and
stay of
execution.

Stay of
execution.

Appeals.
[3 of 1980].
Ch. 4:01.

33. (1) Without prejudice to section 36 of the Supreme Court of Judicature Act, there shall be a right of appeal to the Court of Appeal from any judgment or order in any action under this Act, not being any action referred to in section 8 in which the sum claimed is three hundred dollars or less.

(2) In any case in which an appeal lies under this section, the Judge shall make a note—

- (a) of any question of law raised at the hearing; and
- (b) of the evidence given; and
- (c) of his decision thereon and of his determination of the proceedings.

(3) The rules of practice and procedure governing appeals to the Court of Appeal in civil matters shall apply to appeals under this section.

(4) Upon notice of appeal being filed, the Registrar of the High Court shall notify the Judge of the Petty Civil Court, and the Judge shall forthwith send to the Registrar of the High Court a copy of the record of the proceedings.

Defence and
counterclaim by
defendant.
[3 of 1980
28 of 1996].

34. (1) The defendant may, by notice of special defence or by special leave of the Judge on such terms as the Judge may think fit, at the day of hearing set up any special defence, or, set-off or set up by way of counterclaim against the claims of the plaintiff, any claim for an amount not exceeding fifteen thousand dollars, whether such set-off or counterclaim sound in damages or not, and such set-off or counterclaim shall have the same effect as a cross-action, so as to enable the Court to pronounce final judgment upon the claim and cross-claim. The Judge may at his discretion adjourn any hearing to admit of a claim and set-off or counterclaim being duly heard together, and may require the defendant to deliver written particulars of any such alleged set-off or counterclaim. And if the original claim is stayed or discontinued or dismissed, the defendant shall be at liberty either to withdraw any set-off or counterclaim preferred under the provisions hereof without prejudice to any further action by him in respect thereof, or to proceed with the trial of the same.

(2) Unless special leave has been given as above mentioned, no evidence in support of any ground of defence or set-off to or counterclaim against any claim whatever involving any allegation of fact beyond a denial of the facts necessary to entitle a plaintiff to judgment shall be admitted at the hearing of any action, unless the prescribed notice of such defence or set-off or counterclaim has been given by the defendant in the prescribed manner.

(3) A defendant shall not be at liberty for the purpose of a set-off or counterclaim to split any alleged sum for an amount due to him from the plaintiff of a greater sum than fifteen thousand dollars but he may abandon any excess thereof over fifteen thousand dollars. But if the defendant satisfies the Judge at the hearing that the plaintiff is indebted to him in respect of a claim in a sum greater than fifteen thousand dollars, the Judge may in his discretion stay execution on the judgment against the defendant for such time as he may consider sufficient to enable the defendant to take proceedings to recover the amount of such claim from the plaintiff in due course of law, or he may, if the plaintiff proves his case, stay execution for such time as he may think fit to enable the defendant to proceed in like manner.

35. (1) Any party may appear at the hearing to conduct his action in person or may be represented by an Attorney-at-law. No costs shall be granted in respect of any appearance or other services by an Attorney-at-law in an action in which the sum claimed is fifteen hundred dollars or under.

Appearance of parties and advocates. [3 of 1980 28 of 1996].

(2) Any person may appear and conduct the case of his wife or child or servant being a member of his household.

(3) Subject as aforesaid no person, not being an Attorney-at-law duly retained, shall be heard on behalf of any party to any action or other proceeding.

36. (1) Either of the parties to any action or other proceeding under this Act may obtain from the Clerk summonses for witnesses to appear at the hearing of the action or proceeding and give

Summonses to witnesses.

evidence, or to give evidence and produce any books, deeds, papers, writings or articles in their possession or control.

Service of summonses.

(2) Summonses to witnesses may, by leave of the Judge, be served by the party applying for the same or by his Attorney-at-law or by someone in the permanent or exclusive employment of the party or his Attorney-at-law. It shall be sufficient if such summons be served a reasonable time before the return day.

Refusal to give evidence, etc.

(3) Any person on whom any summons has been served and who refuses or neglects without sufficient cause to appear and give evidence, or to give evidence or to produce any books, deeds, papers, writing or articles required by such summons to be produced, and also every person present in Court who is required to give evidence and who refuses to be sworn or to give evidence, is liable to a fine of two hundred dollars; and the Judge may in his discretion direct the whole or any part of the fine to be paid to the party injured by the refusal or neglect.

Power to administer oath to and examine witnesses.

37. On the hearing or trial of any action or other proceeding under this Act, the parties thereto and all other persons may be examined (either on behalf of the plaintiff or the defendant) on oath. Such oath shall be administered by or in the presence of the Judge.

Costs.

38. The awarding of costs of actions tried in Court shall be in the discretion of the Judge; and the Judge may in his discretion award to the successful party such sums actually incurred in respect of the summoning and attendances of necessary witnesses as he may think just; but subject thereto the costs if awarded shall be computed by the Clerk according to the prescribed scale.

Costs on judgment by confession, or in undefended cases.

39. In cases in which judgment is obtained by confession or for want of appearance or defence, the costs shall be allowed as prescribed, and shall be computed by the Clerk and added to the amount of the judgment. The costs according to the prescribed scale shall be inclusive of all work done in obtaining the evidence of witnesses or taking proof of such evidence and preparing any notice, summons, particulars, or other documents and in conducting any case before the Court.

39A. Where an action, counterclaim or matter is ordered to be transferred from the High Court to a Court the costs of the whole proceedings both before and after the transfer shall, subject to any order made by the Court which ordered the transfer, be in the discretion of the Court to which the proceedings are transferred, and that Court shall have power to make orders with respect thereto.

Costs in cases transferred. [3 of 1980].

39B. (1) Where an action, counterclaim or matter is ordered to be transferred from the High Court to a Court—

Procedure on transfer of cases from High Court. [3 of 1980].

- (a) any party may lodge with the Clerk of the Court named in the order, or cause to be lodged with him, the order and the writ, or copies thereof, and such other documents, if any, as the High Court or Judge thereof may direct; and
- (b) the proper officer of the High Court shall, on the application of that party and on production of the order and the filing of a copy thereof, send by post to the Clerk of the Court all pleadings, affidavits and other documents filed in the High Court relating to the action, counterclaim or matter.

(2) On the documents mentioned in subsection (1) being so lodged or sent, the action and counterclaim, if any, or the counterclaim or matter shall be transferred to the Court, and subject to Court Rules all further proceedings therein shall be taken and tried as if the action, counterclaim or matter had been originally commenced in that Court, and the Court shall have jurisdiction to deal therewith, notwithstanding any enactment to the contrary.

(3) The transfer shall not affect any right of appeal in the High Court or to the Court of Appeal from the order directing the transfer or the right to enforce in the High Court any judgment signed, or order made in that Court before the transfer.

40. The bailiff of each district shall serve process and levy execution transmitted to him in the prescribed manner for service or levy within his district in any action commenced in the Court.

Service of process.

Interest on judgment debt. [47 of 2000].

40A. (1) Every judgment debt entered up carries interest at the rate of twelve per centum per annum from the time of entering up the judgment, until the same shall be satisfied and such interest may be levied under a writ of execution on such judgment.

(2) The Minister of Finance may, by Order subject to negative resolution of Parliament, vary the rate of interest prescribed in subsection (1).

Execution. [51/1980 3 of 1980].

41. (1) Execution shall be issued by the Clerk of the Court in which judgment has been obtained in the prescribed form to the bailiff of the district within which execution is to be levied, and shall be executed against the personal chattels of the judgment debtor, except the tools or implements of his trade to the value of two hundred dollars.

Sale of goods taken in execution.

(2) No goods that are taken in execution shall be sold until at least five days next after the day on which such goods were taken, and such goods shall be sold by public auction; and three days' notice at least of the intended sale of such goods shall be given by affixing such notice in some conspicuous place in the office of the Court; and all such sales shall be made for cash only.

Stay of execution.

(3) A Judge may by Order suspend the issue or enforcement of execution in any case. And when an Order has been made under section 32 to rehear a case, such Order shall operate as a stay of execution pending the rehearing, and when an Order has been made under section 29 for the payment of any debt by instalments, such Order shall operate as a stay of execution for such time as such instalments continue to be regularly paid under such Order.

Judgment may be made a judgment of the High Court in certain cases. [3 of 1980 28 of 1996].

42. Where a party against whom judgment for an amount exceeding fifteen hundred dollars exclusive of costs has been obtained under this Act has no goods or chattels which can be conveniently taken to satisfy such judgment, the judgment creditor may apply to a Judge of the High Court in Chambers for an order that such judgment be made a judgment of the High Court, and such Judge, upon proof of the judgment and of the service or

substituted service upon the judgment debtor of a summons to show cause why the application should not be granted, and upon an affidavit showing that the judgment debtor had an opportunity of being heard on the merits in opposition to the judgment, may order that the judgment be made a judgment of the High Court, and thereupon such judgment shall have the same force and effect and be registrable in the same manner and the same proceedings may be had thereon as in the case of a judgment of the High Court.

43. Except as provided in any other Act, the Court shall have power to order the attachment of debts due to any person who is a debtor under a judgment of the Court, and to order the attendance of a debtor for examination as to his property and as to debts owing to him.

Debtor's summons.

44. For the purpose of exercising the powers conferred in section 43, the Judge shall have and exercise, to the extent provided in that section, the powers for the time being exercisable by the High Court in respect of discovery and attachment of debts according to the Rules of the High Court relating to the attachment of debts, or so much of the same as is applicable to the Judge of the Petty Civil Court, and the said Rules shall apply *mutatis mutandis* to all proceedings taken for the attachment of debts in a Petty Civil Court under the provisions hereof; but no debt shall, under this section, be attachable in any proceeding to a greater extent than is sufficient to satisfy the debt or damages and costs recoverable in such proceeding against the debtor.

Procedure in attachment.

45. The Judge may refer any action to the arbitration of some person chosen or assented to by the parties, or may refer any question of account to the Clerk. The award of such arbitrator shall be deposited with the Clerk, and upon reading such award the Judge shall give his judgment or make such order as he may think fit, with or without costs, including the costs of such arbitrator.

Arbitration.

46. Where a claim is made to or in respect of any goods or chattels taken in execution under the process of the Court, or in respect of the value or proceeds thereof, by any person, the bailiff

Interpleader.

may, whether before or after any action is brought against him, obtain a summons in the prescribed form without any fee for the same, calling before the Court both the party issuing the process and the party making the claim, and the Judge shall adjudicate upon the claim, and make such order between the parties in respect thereof and of the costs of the proceedings as he thinks fit, and shall also adjudicate between the parties, or either of them, and the bailiff with respect to any damage or claim or to damages arising or capable of arising out of the execution of the process by the bailiff, and make such order in respect thereof and of the costs of the proceedings as he thinks fit; and such orders shall be enforced in like manner as any order in any action brought in such Court, and shall be final and conclusive as between the parties and as between them, or either of them, and the bailiff; and upon the issue of such summons, any action that has been brought in any Court in respect of such claim, or of any damage arising out of the execution of such process, shall be stayed.

Assault or
obstruction of
bailiff.

47. If a bailiff is assaulted while in the execution of his duty, or if any rescue is made or attempted to be made of any goods levied under process of the Court, the person so offending is liable on summary conviction to a fine of one thousand dollars, or to imprisonment for six months, and the bailiff or any police officer may in any such case take the offender into custody (with or without warrant) and bring him before a Magistrate to be dealt with accordingly.

Misconduct of
officers.

48. If the bailiff or any clerk or other officer of the Court, acting under or under colour or pretence of the process of the Court, is charged with extortion or misconduct, or with any neglect of duty, or with not duly paying or accounting for any money levied by him under the authority of this Act the Judge may enquire into the matter in a summary way, and for that purpose summon and enforce the attendance of all necessary parties in like manner as the attendance of witnesses in any case may be enforced; and the Judge may thereupon make such order for the repayment of any money extorted, or for the due payment of any money so levied as

mentioned above, and for the payment of such damages and costs as he thinks just; and the Judge may also, if he thinks fit, impose such fines upon such bailiff, clerk or other officer, not exceeding two hundred dollars for each offence, as he thinks adequate.

49. If a person brings an action in the High Court in respect of any grievance committed by any clerk, bailiff, or officer of the Court under or under colour or pretence of the process of the said Court, and the plaintiff, upon the trial of the action, is not awarded greater damages than the sum of fifteen thousand dollars, no costs shall be awarded to him in the action unless the Judge trying the action certifies in Court upon the record that the action was fit to be brought in the High Court.

Actions against
officer of Court.
[3 of 1980
28 of 1996].

50. If an action is commenced in the High Court that could have been entered and tried in any Court held under this Act, the plaintiff may have judgment in such action for the amount recovered by him if successful, but without any costs; and if the defendant succeeds he shall be entitled to his costs as between Attorney-at-law and client, unless in either case the Judge before whom the action was tried certifies upon the record that the action was a fit and proper one to be brought in the High Court.

Actions for
small debts in
High Court.

51. Payment of any fine, penalty or forfeiture imposed by any Judge under the authority of this Act may be enforced upon the order of the Judge in like manner as payment of any debt adjudged in the Court, or the Judge may order the same to be paid forthwith, or in default of such payment may commit the offender to prison for any period in accordance with the scale prescribed by section 68 of the Summary Courts Act, unless the said fine, penalty, or forfeiture is sooner paid.

Enforcement of
fines, penalties
and forfeitures.

Ch. 4:20.

52. The Clerk in each district shall, in the months of January, April, July, and October in each year, make out a correct list of all sums of money belonging to suitors in the Court that were paid into Court, and have remained unclaimed for three months before the first day of the said months of January, April, July, and October, respectively, specifying the names of the parties for whom or on

List of
unclaimed
moneys.

whose account the same was so paid into Court; and a copy of such list shall be put up and remain during business hours in some conspicuous part of the office of the Court; and all sums of money that were paid into Court to the use of any suitor or suitors therein and have remained unclaimed for the period of six months after the same have been so paid into Court, shall be paid to the Comptroller of Accounts, and shall, if unclaimed for the period of three years after the same shall have been so paid to the Comptroller of Accounts vest in the State for its own use; and no person shall be entitled to claim any sum which shall have remained unclaimed for three years.

Rules.
[45 of 1979].
Ch.4:01.

53. The Rules Committee established by the Supreme Court of Judicature Act may make Rules of Court prescribing any matter of procedure that is necessary or expedient for the purposes of any of the provisions of this Act, and for conferring any appropriate powers ancillary to the exercise of any jurisdiction conferred by this Act, and for regulating the exercise of any such jurisdiction and ancillary powers, and for prescribing generally or specially the practice and procedure of the Courts, including the forms of summonses, notices, particulars and other process, and the duties of the officers of the Courts, and the fees to be taken therein, and the costs to be allowed in respect of proceedings in the Courts.

Saving of
existing rules.

54. All Rules of Court made prior to 22nd January 1949 shall remain in force as though they were made under section 53.

Judge may
suspend
payment of fees.

55. Notwithstanding anything contained in this Act or in the Rules made thereunder, a Judge shall have power, in any proceeding in which good cause appears to him for so doing, either to remit any fees payable therein or to suspend payment of any fees until the conclusion of such proceeding, in which case he may then direct such fees to be paid as costs by any party to the proceeding by whom he has power to order costs to be paid.

Unqualified
persons
preparing
documents, etc.,
for reward.

56. Any person not being an Attorney-at-law of the High Court or a clerk in the permanent employ of such Attorney-at-law who prepares for reward any notice, summons, particulars, or other

process or documents in any action or for use in any Court held under this Act is liable on summary conviction to a fine of one hundred dollars for the first offence and of four hundred dollars for any subsequent offence; and the Judge may in his discretion, on its being made to appear in the course of any trial before him that any person present in Court is guilty of such offence, proceed summarily to enquire into the guilt of such person, and if he convicts such person to impose such fine as aforesaid in the same manner as if he were sitting as a Magistrate in a Court of summary jurisdiction and such person had been duly summoned before him to answer such offence; and a conviction or acquittal of any such person so dealt with shall be a bar to any subsequent proceedings against such person in respect of the same offence.

Petty Civil Courts

Chap. 4:21

Petty Civil Courts (Sittings) Order

[Subsidiary]

(Clause 2).

SCHEDULE

<i>District</i>	<i>Name of Court</i>	<i>Place</i>	<i>Time</i>
ST. GEORGE WEST	PORT-OF-SPAIN Petty Civil Court	NIPDEC House No. 2A, Cipriani Place, Cipriani Bld., Port-of-Spain.	Monday to Friday at 9:00 a.m. to 12:00 noon, 1:00 p.m. to 3:00 p.m. and 5:00 p.m. to 9:00 p.m.
	CHAGUARAMAS	Chaguaramas Gymnasium, Chaguaramas.	Monday to Friday at 9:00 a.m. to 12:00 noon, and 1:00 p.m. to 3:00 p.m.
ST. GEORGE EAST	TUNAPUNA Petty Civil Court	Tunapuna Administrative Complex, Corner of Centenary Street and Eastern Main Road, Tunapuna.	Monday to Friday at 9:00 a.m. to 12:00 noon, and 1:00 p.m. to 3:00 p.m.
ARIMA	ARIMA Petty Civil Court	No. 5 Hollis Avenue, Arima.	Monday to Friday at 9:00 a.m. to 12:00 noon, 1:00 p.m. to 3:00 p.m. and 5:00 p.m. to 9:00 p.m.
	SAN RAFAEL Petty Civil Court	San Rafael Police Station, San Rafael.	4th Monday in each month at 9:30 a.m.
	BLANCHISSEUSE Petty Civil Court	Blanchisseuse Police Station, Paria Main Road, Blanchisseuse.	2nd Friday in the months of March, June, September and December at 9:30 a.m.
NORTH-EASTERN DISTRICT	SANGRE GRANDE Petty Civil Court	No. 4, Toco Road, Sangre Grande.	Monday to Friday at 9:00 a.m. to 12:00 noon, 1:00 p.m. to 3:00 p.m. and 5:00 p.m. to 9:00 p.m.
	TOCO Petty Civil Court	Court House, Adjacent to Police Station, Toco.	2nd and 4th Thursdays in each month at 9:30 a.m.

[Subsidiary]

Petty Civil Courts (Sittings) Order

SCHEDULE—Continued

<i>District</i>	<i>Name of Court</i>	<i>Place</i>	<i>Time</i>
SOUTH-EASTERN DISTRICT	RIO CLARO Petty Civil Court	Court House, Corner of Naparima-Mayaro and Guayaguayare Roads, Rio Claro.	Mondays, Tuesdays and Thursdays at 9.00 a.m. to 12.00 noon and 1.00 p.m. to 3.00 p.m.
CARONI	MAYARO Petty Civil Court	Court House, Opposite the Mayaro Police Station on the Mayaro Road, Mayaro.	Wednesdays and Fridays at 9.00 a.m. to 12.00 noon, and 1.00 p.m. to 3.00 p.m.
COUVA	CHAGUANAS Petty Civil Court	Court House, Corner of Railway Road and Laing Street, Chaguana.	2nd and 4th Mondays in each month at 9.00 a.m. to 12.00 noon, and 1.00 p.m. to 3.00 p.m.
VICTORIA WEST	COUVA Petty Civil Court	Court House, Church Street, Couva.	1st and 3rd Mondays in each month at 9.00 a.m. to 12.00 noon and 1.00 p.m. to 3.00 p.m.
VICTORIA EAST	SAN FERNANDO Petty Civil Court	Magistrates Court Building, Corner Knox and Harris Streets, San Fernando.	Monday to Friday at 9.00 a.m. to 12.00 noon; 1.00 p.m. to 3.00 p.m. and 5.00 p.m. to 9.00 p.m.
VICTORIA EAST	PRINCES TOWN Petty Civil Court	Court House, Corner of Railway Road and High Street, Princes Town.	Every Friday at 9.00 a.m. to 12.00 noon and 1.00 p.m. to 3.00 p.m.

Petty Civil Courts

Chap. 4:21

Petty Civil Courts (Sittings) Order

[Subsidiary]

SCHEDULE—Continued

<i>District</i>	<i>Name of Court</i>	<i>Place</i>	<i>Time</i>
VICTORIA EAST— <i>cont'd.</i>	MORUGA Petty Civil Court	Court House, Moriga Main Road, Moriga.	1st and 3rd Wednesdays in each month at 9.30 a.m.
ST. PATRICK EAST ...	SIPARIA Petty Civil Court	Court House, High Street, Opposite Coora Road, Siparia.	Every Friday at 9.00 a.m. to 12.00 noon and 1.00 p.m. to 3.00 p.m.
ST. PATRICK WEST...	LA BREA Petty Civil Court	Court House, La Brea Road La Brea.	Every Thursday at 9.00 a.m. to 12.00 noon and 1.00 p.m. to 3.00 p.m.
	CEDROS Petty Civil Court	Court House, Opposite Cedros Police Station, Cedros.	2nd and 4th Tuesdays in each month at 9.30 a.m.
	POINT FORTIN Petty Civil Court	Court House, Guapo-Cap-de-Ville Road, Point Fortin.	Monday to Friday at 9.00 a.m. to 12.00 noon and 1.00 p.m. to 3.00 p.m.
TOBAGO	SCARBOROUGH Petty Civil Court	Court House, No. 21A, Bacolet Street, Scarborough.	Monday to Friday at 9.00 a.m. to 12.00 noon and 1.00 p.m. to 3.00 p.m.
	ROXBOROUGH Petty Civil Court	Court House, Roxborough.	1st, 3rd and 4th Fridays in each month at 9.30 a.m. to 12.00 noon and 1.00 p.m. to 3.00 p.m.
	CHARLOTTEVILLE Petty Civil Court	Court House, Charlotville Tobago.	2nd Friday in each month at 9.30 a.m. to 12.00 noon and 1.00 p.m. to 3.00 p.m.

PETTY CIVIL COURTS RULES

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[Subsidiary]

PETTY CIVIL COURTS RULES

made under section 53

G.20.11.41
[G 30.4.42
23.12.43
97/1958
51/1980
201/1980
6/1989
3 of 1994
5 of 1995].

Citation.

1. These Rules may be cited as the Petty Civil Courts Rules.

Interpretation.

2. In these Rules, “Form” means Form in the Second Schedule.

Commencement of action.

3. Every action shall be commenced by a summons in writing which shall be signed by the Clerk of the Court in which the action is to be tried. The endorsement on every such summons shall disclose a cause of action.

Issue of Ordinary Summons.

4. Except as is hereinafter provided, every summons for the commencement of an action shall be issued in the form set out as Form 1 in the Schedule, and shall be called an “Ordinary Summons” .

Issue of Default Summons.

5. (1) In actions where the plaintiff seeks to recover a debt or liquidated demand in money payable by the defendant, with or without interest, the summons for the commencement of the action may be issued in the form set out as Form 2 in the Schedule, and shall be called a “Default Summons”.

Substitution of Default Summons. [51/1980 201/1980].

(2) A Default Summons issued under these Rules may, at the request of the plaintiff, be substituted on payment of a fee of one dollar and fifty cents by an Ordinary Summons, upon the former being filed in Court within two months of its issue, and the fact of such substitution shall be endorsed on the Ordinary Summons by the Clerk.

Service of Ordinary Summons.

6. (1) An Ordinary Summons shall be served upon the defendant in the case of suits entered in the Port-of-Spain Court at least three clear days, and in the case of suits entered in any other Court at least eight clear days, previous to the day named in the summons for the hearing thereof, and the delivery of the summons to the defendant in person or by leaving the same at the residence of the defendant with some person apparently not less than

sixteen years of age and actually residing thereat shall be deemed good service and no misnomer or inaccurate description of any person or place in any such summons shall avoid the same provided that the person or place is therein described so as to be commonly known.

(2) An Ordinary Summons shall not remain in force for more than twelve months from the day of its date, including the day of such date; but if any defendant therein named is not served therewith, the plaintiff may, before the expiration of the twelve months, apply to the Judge of the Court out of which the summons has issued for leave to renew the same; and the Judge, if satisfied that reasonable efforts have been made to serve the defendant, or for other good reason, may order that the summons be renewed for six months from the date of such renewal inclusive, and so from time to time during the currency of the renewed summons. The summons shall in such case be renewed by being endorsed with a note, to be signed by the Judge, of the order for the renewal and of the day, month, and year thereof. An Ordinary Summons so renewed shall remain in force and be available to prevent the operation of any statute whereby the time for the commencement of the action may be limited, and all other purposes, from the date of the first issue of the said summons.

Period of
validity —
renewal.

7. A Default Summons shall be personally served within a period of six months from the date of its issue; but where prompt personal service cannot be effected and the Judge of the Court out of which the summons has issued is satisfied on oath that reasonable efforts have been made to effect the service and that either the fact of the issue of and the nature of the claim upon the summons have come to the knowledge of the defendant, or that he wilfully evades service of the same, or that from any other good cause whatsoever it is impracticable to effect personal service, the Judge may make such order for substituted service as may seem to him effectual, and thereafter for the plaintiff to proceed as if personal service had been effected, subject to such conditions if any as to the Judge may seem fit.

Service of
Default
Summons.

8. (Revoked by LN 6/1989).

Issue of Default Summons to be supported by affidavit.

9. Whenever a plaintiff proceeds by Default Summons, he shall at the same time that he leaves the Summons for signature by the Clerk of the Court lodge an affidavit (together with a copy thereof for each defendant) made by himself or by any other person who can swear positively to the facts, verifying the cause of action and the amount claimed, and stating that in his belief there is no defence to the action. The said affidavit shall be in the form set out as Form 10 in the Schedule.

Leave to defend or in default judgment upon Default Summons.

10. (1) Unless a defendant upon a Default Summons, within ten clear days after service of such summons, on an application supported by an affidavit of facts or by notice in writing setting up that there is irregularity or any other good defence in law, satisfies the Judge that there is some real question to be tried or some defect in the proceedings, the plaintiff shall be entitled to enter up judgment in terms of his claim.

(2) The order upon the judgment shall be for payment forthwith, or at such time or times and by such instalments, if any, as the plaintiff or his Attorney-at-law shall in writing have consented to take as endorsed on the summons.

(3) Where upon consideration of the affidavit or notice the Judge is of opinion that the defendant should be allowed to defend the whole or any part of the plaintiff's claim, he shall endorse the affidavit or notice accordingly, and thereupon, if the application was heard and determined *ex parte*, the Clerk of the Court shall immediately inform the plaintiff or his Attorney-at-law by post or otherwise of the terms of the endorsement, and shall in so doing send to him a copy of the affidavit or notice (to be left with him by the defendant at the time of his filing the same) bearing upon it a copy of the endorsement.

(4) In every case in which leave to defend is granted on an application as aforesaid a date for the trial of the action shall be fixed by the Judge and the parties, if present, shall be informed accordingly. If either party or his Attorney-at-law is not present at

the time of the fixing of the date of trial, the Clerk of the Court shall at least three clear days before the date so fixed notify such party or his Attorney-at-law of the date fixed.

11. Where a defendant upon a Default Summons fails to file the affidavit or notice to obtain leave to defend within the time limited for so doing and judgment for the plaintiff upon his claim has been entered accordingly, the Judge may upon application made by the defendant set aside the judgment upon such terms as to costs or otherwise as he may think just, and allow the defendant thereafter to defend the whole or such part of the claim as he may think proper. Any application made in this behalf must be supported by affidavit disclosing a defence upon the merits and explaining the neglect, and notice of the application together with a copy of the affidavit shall be served upon the plaintiff or his Attorney-at-law at least three clear days before the date fixed for the hearing of the same.

Setting aside judgment obtained on Default Summons.

12. Any summons or other process or writ (other than a writ of execution) issued by a Court may be served, in the district of the Court out of which the same was issued, on each defendant—

Service in the district. [6/1989].

- (a) by the plaintiff or his agent; or
- (b) by the bailiff of the said district.

12A. The bailiff of the district of the Court out of which any writ of execution is issued shall serve and execute the same.

Writs of execution. [6/1989].

13. Where any summons or other process or writ (other than a writ of execution) is required to be served in a district other than that out of which the same was issued, it may be served by the plaintiff or his agent, or the bailiff of the district in which it is to be served.

Service out of district. [6/1989].

13A. Where any summons or other process or writ execution is required to be served or executed by the bailiff in a district other than that out of which the same was issued, the Clerk of the Court issuing the same shall transmit forthwith by post such summons

Service by bailiff. [6/1989].

or other process or writ of execution as the case may be, together with a copy thereof, to the bailiff of the Court of the district in which it is to be served, and that bailiff shall effect such service or execution as if the summons or other process or writ of execution had originally issued out of the Court of which he is bailiff.

Mode of service
of process.
[6/1989].

14. Save in respect of default summonses, the service of which is to be governed exclusively by rule 7, the service of all summonses or other processes is subject to the following provisions:

- (a) when an infant is a defendant, service on the infant, or on his father or guardian, or (if none) on the person with whom he resides or under whose care he is, shall be sufficient;
- (b) where persons are sued as partners, service upon any one or more of the partners or at any place of the partnership business shall be sufficient;
- (c) where husband and wife are both defendants, either may be served unless the Judge shall otherwise order;
- (d) where a defendant is living or serving on board of any ship or vessel, it shall be sufficient to deliver the summons or other process to the person on board who is at the time of the service apparently in charge of the ship or vessel;
- (e) where a defendant is employed or dwells in any public asylum or in any prison or is a prisoner in any prison it shall be sufficient to deliver the summons to the gatekeeper or lodgekeeper of any such asylum or prison;
- (f) where a mentally ill person is a defendant, service on the Committee (if any) of the lunatic, or on the person with whom he resides or under whose care he is, shall, unless the Judge otherwise orders, be sufficient;
- (g) where a defendant keeps his house or place of dwelling or place of business closed, and the

bailiff or the person seeking to effect the service shows to the Judge reasonable ground for concluding that the same is kept closed in order to prevent service, the Judge may order that the summons or other process be affixed by him to or upon the door of the house or place of dwelling or place of business, and that shall be sufficient;

- (h) where the bailiff or the person seeking to effect the service is prevented by violence or threats or other conduct of the defendant, or of any other person, from personally serving a summons or other process, it shall be sufficient for him to leave the same as near to the defendant as practicable.

15. Service of any summons or other process of Court may be proved by endorsement on a copy of the same under the hand and description of the person making the service, showing the day, place, time, and mode of service, and every such endorsement shall be taken as *prima facie* evidence of the truth of the facts stated therein. Proof of service of process.

16. If any summons or other process or writ of execution is not served or executed within the time prescribed, the same shall be returned by the bailiff or the person who sought to effect the service to the Clerk of the Court out of which it was issued and where the bailiff returns the said summons or other process or writ of execution, the Clerk shall forthwith give notice to the plaintiff of such non-service or non-execution. Failure to effect service or execution. [6/1989].

17. (1) The defendant may at any time before the day of hearing pay to the Clerk of the Court such sum as he may be advised in full satisfaction of the plaintiff's demand, together with the costs incurred by the plaintiff up to the time of such payment; but with a defence setting up tender before action the sum of money alleged to have been tendered must be brought into Court. Payment into Court.

(2) Notice of any such payment shall be given in writing to the plaintiff or his Attorney-at-law and shall state whether liability

is admitted or denied and, if it is the case, that a plea of tender is being set up.

Plaintiff may accept money paid into Court.

18. (1) Where a payment into Court is made under rule 17 either with an admission or a denial of liability the plaintiff may accept the sum so paid in full satisfaction of his claim in which event he shall recover from the defendant such costs as he has incurred up to the date of service of the notice upon him of the said payment into Court and the action shall thereafter be stayed; or he may refuse to accept such sum so paid in full satisfaction of his claim in which event the action shall proceed to trial and the Judge shall make such order thereon as may be just. No sum paid into Court as aforesaid shall be paid out unless the plaintiff or his Attorney-at-law files a notice, a copy whereof must be served upon the defendant or his Attorney-at-law, that he is accepting the sum in full satisfaction of his claim or upon the order of the Judge.

Issue of tender, if raised, to be determined.

(2) Where payment into Court is made with a plea of tender the defendant shall be entitled to have the issue raised by such plea duly determined, and, if necessary, the action shall continue for the said purpose, and upon the determination of the said issue the Judge shall have power to make such order as to costs as he thinks fit.

(3) No sum paid into Court with such a plea of tender shall be paid out until the said issue has been duly determined unless the Judge otherwise orders.

Non-disclosure of payment into Court.

19. Except in an action in which the defence of tender before action is raised no statement of the fact that money has been paid into Court shall be filed on the proceedings, and no communication of that fact shall at the trial of any action be made to the Judge, and no act or thing calculated to communicate to the Judge at or prior to the trial of any action the fact that money has been paid into Court shall be done, until all questions of liability and the amount of the debt or damages have been decided. But the Judge shall in exercising his discretion as to costs take into account both

the fact that money has been paid into Court and the amount of such payment.

20. The plaintiff may at any time not less than two clear days before the day fixed by any ordinary summons for the hearing of the Claim thereon or notified by the Clerk of the Court for the hearing of any default summons discontinue his action by notice in the form set out as Form 6 in the Schedule, to be personally served by him on the defendant, or, where the defendant has taken any step by an Attorney-at-law, on his Attorney-at-law, and thereupon the defendant shall be at liberty to apply to the Judge to be awarded such costs as to the Judge may seem just. The plaintiff may also at any time subsequent to the time provided hereinabove, but only by leave of the Judge, discontinue his action, and such leave shall be granted upon such terms as the Judge thinks fit. Discontinuance.

21. Whenever the Judge makes an order in any proceeding pending before him, the person in whose favour the order is made is entitled thereupon to enter up judgment immediately without any notice or summons to the other party. Entry of judgment.

22. The Judge may in any case make order for granting time to the plaintiff or the defendant to proceed in the prosecution or defence of the suit, and also may from time to time adjourn the hearing or further hearing of any cause in such manner and subject to such terms (if any) as the Judge thinks fit. Time.

23. If there are cross judgments between the parties, whether for a liquidated amount or for damages or for costs, by reason of a set-off or counterclaim or for any other reason, execution shall be taken out by that party only who has obtained judgment for the larger sum, and for so much only as shall remain after deducting the smaller sum, and satisfaction for the remainder shall be entered, as well as satisfaction on the judgment for the smaller sum, and if both sums are equal, satisfaction shall be entered upon both judgments. Cross judgments.

When execution may issue.

24. (1) Whenever the Judge makes an order for the payment of money not payable by instalments or in respect of which execution has not been stayed or, if stayed, the conditions attaching to such stay have not been complied with, the party in whose favour the said order is made may, in case of default or failure of payment thereof forthwith, sue out a writ of execution for the amount so ordered to be paid without any notice to the other party.

(2) If it should appear upon the affidavit of a judgment creditor or of his Attorney-at-law that any person against whom a judgment has been obtained is about to leave Trinidad or Tobago before the time ordered for the payment of such judgment debt by instalments or otherwise, and that by reason thereof payment may not be made as and when the same becomes due, the Judge may order the debtor to appear forthwith to show cause why the order providing for payment by instalments or staying execution should not be revoked.

(3) If after due service the debtor fails to appear to show cause as aforesaid or if after appearance he fails to show such cause to the satisfaction of the Judge, the Judge may revoke the said order or give such further or other direction as he may think fit.

Writs of execution.

25. (1) Writs of execution issued under the authority of the Act shall be in the form set out as Form 5 in the Schedule.

(2) Such writs of execution shall remain in force for 12 calendar months from the date of issue and no longer, but a fresh writ may be issued on payment of the appropriate fee.

(3) Where any change has taken place by reason of death or assignment or otherwise in the parties entitled to take proceedings to enforce a judgment or order or in the parties liable to such proceedings, any person claiming to be entitled to enforce such judgment or order may apply to the Court, on affidavit, for leave to issue the necessary process accordingly; and the Court, may, if satisfied that the applicant is entitled to issue such process, make an order to that effect, or may order that any question necessary to

determine the rights of the parties shall be tried in the way in which an action may be tried. In either case, the Court may impose such terms as to costs or otherwise as may seem just.

26. The bailiff is not compelled to levy unless the execution creditor or his Instructing Attorney-at-law or agent gives him instructions in writing stating the name and residence or place of business of the party against whom the execution is issued, or to levy on any personal chattels until the same are pointed out or otherwise sufficiently indicated to him by the execution creditor or some person authorised on his behalf. At the time of filing a request for execution, the execution creditor, or his Attorney-at-law or agent, shall deposit with the Clerk of the Court such sum of money as the Judge may think reasonably sufficient to cover all expenses which may be incurred in connection with such levy, and any balance after defraying all such expenses shall be returned to the execution creditor or his duly authorised agent.

Bailiff not compelled to levy except on written instructions.

27. If at any time it appears to the satisfaction of the Judge by the oath of any person or otherwise that the judgment debtor is unable from any cause to pay and discharge the debt or damages recovered against him, or any instalment thereof ordered to be paid as aforesaid, the Judge may in his discretion suspend or stay any judgment, order or execution given, made or issued in such action, for such time and on such terms as the Judge thinks fit, and so from time to time until it appears by the like proof as aforesaid that such temporary cause or disability has ceased.

Stay of execution.

28. In or upon every writ of execution issued the Clerk shall cause to be inserted the sum of money and costs adjudged, with the sums allowed by the Act as increased costs for the issue and execution of such writ, and if, before an actual sale of the goods and chattels, the party against whom the execution is issued, pays or causes to be paid or tendered to the Clerk or to the bailiff such sum of money and costs as aforesaid, or such part thereof as the party entitled thereto agrees to accept in full payment of his debt

Particulars of writ of execution.

or damages or costs, together with the fees herein directed to be paid, the writ of execution shall be superseded and the goods and chattels of the said party shall be discharged.

Where goods to be sold.

29. All goods seized in execution shall, unless otherwise ordered by the Court issuing the execution, be sold in the district within which the same have been seized.

Return of writ of execution.

30. No writ of execution issued under and by virtue of the Act shall be made returnable within any limited or particular time, but the bailiff having the execution of any such writ shall be bound to return such writ within a reasonable time unless he receives instructions from the person on whose behalf such writ was issued or from his agent to suspend the execution and return of such writ for any limited or particular time, in which case the bailiff shall suspend the execution and return of such writ for such time as he may have been directed by such person or his agent to do so.

INTERPLEADER

Notice of claim to execution creditor.

31. (1) Where a claim is made to or in respect of any goods or chattels taken in execution under the process of a Court, the claim shall be in writing and filed with the Clerk; and thereupon the Chief Clerk shall forthwith send notice to the execution creditor.

Notice by execution creditor of admission of claim or to withdraw from possession.

(2) If within four days after receiving the notice mentioned in subrule (1), the execution creditor gives notice to the Clerk that he admits the title of the claimant to the goods or chattels, or requests the bailiff to withdraw from possession, he shall only be liable to the bailiff for any possession fees or expenses incurred by the bailiff prior to the receipt by the Clerk of such notice; and the Judge may, if he thinks fit, on application by the bailiff, make an order for payment of any such fees or expenses by the execution creditor to the bailiff. Any such application shall be made in writing, and intitled in the matter of the execution, and three clear days' notice in writing thereof shall be given by the bailiff to the execution creditor.

32. (1) Where a claim is made to the goods or chattels of the judgment debtor taken in execution, the person making the claim shall deposit with the Clerk of the Court the following sums:

Deposit to be made on claim. [51/1980 201/1980].

Where the chattels claimed consist of—

(a) Live animals—

For each horse or mule \$20.00

For each ox, bull, or cow 15.00

For each ass 10.00

For any other animal 5.00

(b) A chattel house 20.00

(c) Any other goods or chattels 10.00

or such larger sum as the Judge may direct having regard to the circumstances of any particular case.

(2) All expenses, including the costs of keeping such animals, watchman fees, storage, and any other incidental expenses, as circumstances may warrant, pending the determination of the interpleader, shall be defrayed out of the sum so deposited, and any balance shall be returned to the claimant. If such deposit is not made, the bailiff shall proceed with the execution as if no such claim had been made in respect of such chattel, unless the Judge otherwise orders.

33. Where the execution creditor gives notice in due time to the clerk, as directed by rule 31, that he admits the title of the claimant to the goods or chattels, or requests the bailiff to withdraw from possession, the bailiff may thereupon withdraw from possession and may apply for an order protecting him from any action in respect of the seizure and possession of the said goods and chattels and the Judge may make any such order as may be just and reasonable in respect of the same. Any such application shall be made in writing, and intituled in the matter of the execution, and three clear days' notice in writing thereof shall be given to the claimant, who may, if he desires it, attend the hearing of the application, and if he attends the Judge may, in and for the

Power to make order protecting bailiff.

purposes of such application, make all such orders as may be just and reasonable.

Issue of
interpleader
summons.

34. Where the execution creditor does not in due time, as directed by rule 31, admit the title of the claimant to the goods or chattels or request the bailiff to withdraw from possession, and the claimant persists in his claim, the bailiff shall apply for an interpleader summons to be issued; and if before the return day of such summons the claimant files notice that he withdraws his claim, and at the same time gives notice of such withdrawal to the execution creditor, or the execution creditor files an admission of the title of the claimant, and at the same time gives notice of such admission to the claimant, the goods and chattels taken in execution or the proceeds of the sale thereof, or the money paid into Court (as the case may be) shall be dealt with and disposed of as if such claim had not been made, or as if the execution had been withdrawn (as the case may be) and the Judge may, in and for the purposes of the interpleader proceedings, make all such orders as to costs, fees, charges, and expenses as may be just and reasonable.

Proceedings
generally.

35. Where any claim is made to or in respect of any goods or chattels taken in execution, or in respect of the proceeds or value thereof, and summonses have been issued on the application of the bailiff, such summonses shall be served in such time and mode as by these Rules directed for the service of an ordinary summons to appear to a plaint, and the case shall proceed as if the claimant were the plaintiff, and the execution creditor the defendant.

Claimant to
lodge particulars
and grounds of
claim.

36. The claimant shall two days at least before the return day, or at the hearing by special leave of the Judge on such terms as the Judge may think fit, leave at the office of the Clerk of the Court, two copies of the particulars of any goods or chattels alleged to be the property of the claimant, and of the grounds of his claim, or in case of a claim for rent of the amount thereof, and for what period and in respect of what premises the same is claimed to be due; and the name, address, and description of the claimant shall be fully set forth in such particulars, and the Clerk shall forthwith send

by post (or otherwise) to the execution creditor one of the copies of the particulars. Any money paid into Court under the execution shall be retained by the Clerk of the Court until the claim has been adjudicated upon. By consent of all parties, or without such consent if the Judge so directs, an interpleader claim may be tried although this rule has not been complied with.

37. The Judge upon the hearing shall adjudicate upon any claim of the bailiff for fees, and may, if he thinks fit, order the same, or such part thereof as he may think just, to be paid by the claimant or by the execution creditor. Bailiff's fees.

38. (1) Where the claimant to goods taken in execution claims damages from the execution creditor or from the bailiff for or in respect of the seizure of the goods, he shall in the particulars of his claim to the goods state the amount he claims for damages, and the grounds upon which he claims damages. Claim for damages by claimant.

(2) Where the claimant has not claimed damages before the issue of the interpleader summons, but claims such damages in his particulars of claim, he may be ordered to pay the costs of any adjournment which may be necessary to enable the execution creditor or the bailiff to prepare his defence to the claim as made. Damages not claimed until filing of particulars.

39. Where under section 48 of the Act an execution creditor claims damages against a bailiff arising out of the execution of any process, he shall two clear days at least before the return day of the interpleader summons give notice in writing of such claim to the Clerk of the Court and to the bailiff, stating the grounds and amount of such claim, and he may thereupon apply to the Judge at the hearing of the interpleader summons to adjudicate upon such claim. For the purposes of fees and costs such claim shall be deemed to be a claim in an interpleader. Claim for damages by execution creditor against bailiff.

40. Where a claim for damages under section 48 of the Act is made against any bailiff and execution creditor or either of them, they or either of them may pay into Court money in satisfaction of such claim for damages; and such payment into Court shall be Payment into Court.

made in the same manner and have the same effect, and the parties respectively shall have the same rights and remedies as they would respectively have if the proceeding were an action in which the claimant was plaintiff, and the bailiff and execution creditor were defendants. A bailiff may in like manner pay money into Court in satisfaction of a claim for damages made against him by an execution creditor.

Interpleader summons.

41. Interpleader summonses shall be issued by the Clerk of the Court on the application of the bailiff without leave of the Judge, and shall be served on the Attorney-at-law of any of the parties who acts by an Attorney-at-law.

From what Court issued.

42. Interpleader summonses shall be issued from the Court of the district in which the levy was made, and the execution creditor and claimant shall be summoned to such Court.

Judge may direct sale of goods claimed under bill of sale.

43. (1) When goods or chattels have been seized in execution under process of the Court, and any claimant alleges that he is entitled under a bill of sale or otherwise to such goods or chattels by way of security for debt, the Judge may order a sale of the whole or part thereof, and may direct the application of the proceeds of such sale in such manner and upon such terms as may be just.

Costs of application.

(2) The costs of the application for sale under this rule shall be borne as between the parties to the application as the Judge shall direct.

Order on interpleader.

44. The order made upon the hearing of an interpleader summons shall contain directions as to how any money paid into Court in the proceedings is to be disposed of. A minute of every such order shall be entered in the minute book, but no order need be drawn up or served unless any of the parties requires it, or the Court otherwise orders.

Interpleader in action by assignee.

45. (1) Where the defendant in an action brought by the assignee of a debt or chose in action has had notice that the assignment is disputed, as to the whole or any part of the debt or

chose in action, by the assignor or any one claiming under him, or where the defendant in any such action, or in any other action for any debt, chose in action, money, goods or chattels, has had notice of any other claim opposing or conflicting to the whole or any part of such debt, chose in action, money, goods or chattels, the defendant may apply to the Clerk of the Court for a summons against the assignor or the person making such opposing or conflicting claims, hereinafter called the claimant.

(2) The defendant shall satisfy the Clerk of the Court, by affidavit, that he claims no interest in the subject matter in dispute other than for charges or costs, and does not collude with either the plaintiff or the claimant, and is willing to pay or transfer the subject matter into Court, or dispose of it as the Court may direct. On filing such affidavit the defendant shall lodge with the Clerk of the Court copies thereof for the plaintiff and the claimant.

(3) The defendant shall not be disentitled to relief by reason only that the titles of the plaintiff and the claimant have not a common origin, but are adverse to and independent of each other.

(4) The Clerk of the Court shall, on being satisfied as aforesaid, issue for service on the claimant an interpleader summons returnable as soon as conveniently may be, and shall annex thereto a copy of the original summons and of the defendant's affidavit, and shall adjourn the trial of the action to the day on which the interpleader summons is made returnable, and shall give notice to the plaintiff and the defendant of the issue of the interpleader summons and of the adjournment of the trial of the action. The interpleader summons shall be served in such time and mode as by these Rules directed for the service of an ordinary summons to appear to a plaintiff.

(5) The claimant shall, two days at least before the return day of the interpleader summons, leave at the office of the Clerk of the Court either three copies of a notice that he relinquishes his claim or three copies of particulars stating the grounds on which he disputes the assignment or founds his claim to the subject matter in the action; and the Clerk of the Court

Claimant to file notice of relinquishment or particulars of claim.

shall forthwith send by post or otherwise one of such copies to the plaintiff, and one other of such copies to the defendant. By consent of all parties, or without such consent if the Judge so directs, the interpleader may be tried although this rule has not been complied with.

Payment into
Court by
defendant.

(6) On filing his affidavit, or at any time after the issue of the interpleader summons, the defendant may pay the debt or money or bring the chose in action, goods, or chattels into Court, to abide its decision.

Interpleader how
disposed of.
Where plaintiff
does not appear.

(7) Upon the return day of the interpleader summons—
(a) if the plaintiff does not appear, the action and interpleader summons shall be struck out, and the Judge may make such order as to costs as may be just;

Where claimant
does not appear.

(b) if the claimant does not appear, the Judge shall hear and determine the action as between the plaintiff and the defendant, and may make an order declaring the claimant and all persons claiming under him forever barred against the defendant and all persons claiming under him, and may make such order as to costs against the claimant as may be just, but the order shall not affect the rights of the plaintiff and the claimant between themselves; or if the claimant has filed notice that he relinquishes his claim, the Judge may make an order declaring him and all persons claiming under him forever barred, against both the plaintiff and the defendant and all persons claiming under them and may make such order against the claimant, as to costs incurred by the other parties before the receipt of notice of relinquishment, as may be just;

Where both
parties appear.

(c) if both the plaintiff and the claimant appear the Judge shall, whether the defendant does or does not appear, hear the cases of the plaintiff and the

claimant (and the case of the defendant if he appears) and shall give such judgment thereon as shall finally determine the rights and claims of all parties; but the Judge shall not make any order in favour of the claimant against the defendant unless the claimant requests him to do so.

46. The Judge may, in and for the purposes of any proceedings, make all such orders as to costs and all other matters (including in the case of proceedings under rule 45, the repayment to the defendant of any costs paid by him into Court, and the disposal of any money, chose in action, goods, or chattels paid or brought by the defendant into Court) as may be just and reasonable.

Costs and incidental matters in interpleader proceedings.

RECORDS

47. The Clerk of every Court shall cause a note of all summonses, and of all orders and of all judgments and executions and returns thereto, and of all fines, and of all other proceedings of the Court to be fairly entered from time to time in a book belonging to the Court, which shall be kept at the office of the Court; and such entries in the said book or a copy thereof purporting to be signed and certified as a true copy by the Clerk, shall at all times be admitted in all Courts as evidence of such entries and of the proceedings referred to by such entry or entries and of the regularity of such proceedings without any further proof.

Cause Book.

48. The Clerk of every Court shall keep a book to be called “the Cash Deposit Book” of his Court, in which shall be entered day by day all moneys paid in by any party to any action for the use or benefit of any other party, and such entries shall specify in the order following the date of each payment, the title of the cause in which the payment was made, the name of the party paying and the amount of the payment, and there shall be three additional columns, in two of which shall be entered upon the moneys being paid out, the date of the money being so paid out, and the name of the party receiving the same, and in the last of such columns the party so receiving such money shall sign his name in

Cash Deposit Book.

acknowledgment of such receipt, and such cash deposit book shall remain exposed in the clerk's office at all times during which such office shall be required to be open for the transaction of business, and shall at such time be open to the inspection of any and every person asking for the same, and every person shall have the right to inspect the same and take any note or extract of any entry therein without the payment of any fee or reward.

Fees. **49.** The fees and costs to be taken in the Petty Civil Court and in the office of such Court and to be allowed to Instructing Attorney-at-law and Advocate Attorney-at-law shall be on the scale prescribed in the First Schedule.

First Schedule.

FORMS

Forms. **50.** The several forms in the Second Schedule shall be used as far as practicable for the purposes in such forms respectively mentioned.

Second Schedule.

JUDGMENT SUMMONSES

Procedure on judgment summons. **51.** The procedure on judgment summonses is regulated by the Rules of the High Court under the Debtors Act.

Ch. 8:07.

ACTIONS FOR RECOVERY OF LAND

R.G. 23.12.43. **52.** In an action for the recovery of land the particulars shall contain a full description of the land sought to be recovered and the annual value thereof and the rent (if any), and shall state the ground on which possession is claimed.

Action for recovery of land.

Service of Summons. **53.** (1) The summons in an action for the recovery of land shall be in the forms set out as Forms 13 and 14 as may be applicable to the case and shall be served upon the defendant at least 14 clear days previous to the day named in such summons for the hearing thereof.

Forms 13, 14.

Vacant possession. (2) In an action for the recovery of land, in the case of vacant possession, or inability to serve in any other manner, service of an Ordinary Summons may be effected by affixing the summons on a conspicuous part of the property.

54. (1) A defendant in an action for the recovery of land who admits the title of the plaintiff to the land or any part thereof and his right to the immediate possession thereof may at any time before the return day deliver to the Clerk an admission thereof for which the form appended to the summons may be used.

Admission in action for recovery of land.

(2) The Clerk shall, as soon as practicable after receiving the admission, send notice thereof to the plaintiff in the form set out as Form 15, and no costs incurred after the receipt of such notice in respect of the proof of any matters admitted therein shall be allowed against the defendant who has made the admission.

Form 15.

55. (1) In an action for the recovery of land a defendant who desires to limit his defence to a definite part of the land mentioned in the particulars may within eight days of the service of the summons on him, inclusive of the day of service, file with the Clerk a notice in the form set out as Form 16 with as many copies thereof as there are plaintiffs.

Defence limited to part of land.

Form 16.

(2) The Clerk shall on the filing of the notice send a copy thereof to every plaintiff or his Attorney-at-law.

56. (1) In an action for the recovery of land, any person not named as a defendant in the summons may by leave of the Court be allowed to appear and defend, on filing not less than five clear days before the return day an affidavit together with as many copies thereof as there are plaintiffs and defendants, showing that he is in possession, either by himself or by his tenant, of the land or of some definite part thereof.

In action for recovery of land, any person not named as a defendant may, by leave, appear.

(2) Where leave is given, the person obtaining leave shall be added as a defendant, and the Clerk shall send to every other party notice thereof in the form set out as Form 17 with a copy of the affidavit annexed.

Form 17.

57. An application under section 12(1) of the Act for the transfer to the High Court of an action for the recovery of land shall be made as in the said section prescribed within eight days of the service of the summons on the defendant, inclusive of the day of service.

Time within which application may be made for transfer of action to High Court.

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

58

Chap. 4:21

Petty Civil Courts

[Subsidiary]

Petty Civil Courts Rules

Procedure on transfer.

58. Where an order is made by the High Court for the transfer of any proceedings from a Petty Civil Court to the High Court, the Clerk shall make and certify copies of all entries in the books of the Court relating to the proceedings and send them to the Registrar of the High Court together with all documents filed in the proceedings.

Judgment when plaintiff's title has expired.

59. Where, in an action for the recovery of land, or for damages in respect of any right relating to land, the title of the plaintiff appears to have existed at the time of the entry of the plaint, but to have expired before the return day, the plaintiff shall be entitled to judgment recording the fact that he was so entitled and for the costs of the action, unless the Judge otherwise orders.

Warrant of possession.

60. A judgment or order for the recovery of land or for the delivery of possession of land, whether made in an action for the recovery of land or in any other proceedings, may be enforced by warrant of possession in the form set out as Form 18.

Form 18.

Issue of warrant.

61. Where, in an action for the recovery of land, judgment is given for the plaintiff, a warrant may be issued upon the day named in the judgment, or if no day is named, after the expiration of 14 days from the day on which judgment is given.

Warrant for possession of land, rent, etc.

62. Where, in an action for the recovery of land, judgment is given for the recovery thereof (with or without rent or mesne profits) and costs, there may be either one warrant or separate warrants for possession of the land and for rent and mesne profits and for costs, and after the execution of the warrant the bailiff shall endorse on the same a certificate in the form set out as Form 19.

Form 19.

Delivery of specific goods. [97/1958].

63. Where a judgment or order is for the recovery of any property other than land or money, the Judge may, upon the application of the plaintiff, and in default of delivery, order that a warrant shall issue for the delivery of the property, without giving the defendant the option of retaining it upon payment of the value, and that, if the property cannot be found, execution shall issue

against the defendant's goods for the value of the property and the Judge may assess the value for that purpose.

64. In actions under the Hire Purchase Act, where a plaintiff claims delivery of goods let under a hire-purchase agreement, he shall in his particulars state in the order following:

Statement of particulars in hire-purchase action. [97/1958]. Ch. 82:33.

- (a) the date of the agreement and the parties thereto;
- (b) the goods claimed;
- (c) the amount of the hire-purchase price;
- (d) the amount paid by or on behalf of the hirer;
- (e) the amount of the unpaid balance of the hire-purchase price;
- (f) the date when the right to demand delivery of the goods occurred;
- (g) the amount (if any) claimed in addition to the delivery of the goods; and
- (h) the amounts (if any) claimed in addition to the delivery of the goods or any claim under paragraph (g) of this rule, stating the cause of action in respect of which each claim is made.

65. Where in an action under section 14 of the Hire Purchase Act a guarantor named as a defendant has not been served with the summons, the Court may, on the *ex parte* application of the plaintiff made at or before the hearing of the action, dispense with the requirement that the guarantor be made a party to the action.

Power of Court where guarantor not served. [97/1958]. Ch. 82:33.

66. Any judgment given in the Petty Civil Court for delivery of goods shall be in such of the Forms numbered 20 to 24 set out in the Schedule, as may be applicable to the case.

Judgments for delivery of goods. [97/1958]. Forms 20 to 24.

67. (1) Any judgment or order for the delivery of goods given or made in the Petty Civil Court may be enforced by a warrant of delivery in one of the Forms prescribed by rule 68.

Warrant for delivery of goods. [97/1958].

(2) Where a warrant of delivery is issued, the plaintiff shall, either by the same or a separate warrant of execution, be

LAWS OF TRINIDAD AND TOBAGO

entitled to execution against the defendant’s goods for any sum of money or costs awarded.

(3) Nothing in this rule shall prejudice the power of the Court to enforce the judgment or order by attachment.

Forms of warrant of delivery. [97/1958].

68. (1) Where a judgment or order for delivery of goods does not give the defendant an option to retain the goods on payment of their value, and the defendant is in default, the plaintiff may apply for the issue of a warrant in the form set out as Form 25 or 26.

Forms 25 and 26.

(2) Where a judgment or order for the delivery of goods gives the defendant an option to retain the goods on payment of their value, and the defendant is in default, the plaintiff may apply for the issue of a warrant in the form set out as Form 27.

Form 27.

(3) (a) Where a judgment creditor or party entitled thereto desires a warrant for delivery of goods to be issued, he shall file a praecipe, in the form set out as Form 28 containing the particulars required by that Form.

Form 28.

(b) Where the name or address of any person, as given in the praecipe, differs from the name or address in the judgment or order, and the applicant satisfies the Clerk of the Court that the amended name or address is applicable to the person against whom the judgment or order was obtained, both names and addresses shall be inserted in the warrant as follows:

“C.D. of (name and address as given in the praecipe) sued or suing as A.D. of (name and address in the judgment or order).”

GENERAL

Rules of High Court.

69. In any case for which the foregoing rules do not expressly provide, the Rules of the High Court shall apply *mutatis mutandis*.

FIRST SCHEDULE

Rule 49.
 [51/1980
 201/1980
 3 of 1994
 5 of 1995].

FEES

In Actions for \$300.00 and Under

COURT FEES	\$	¢.
Filing Ordinary Summons	2.00	
Serving Ordinary Summons on a single defendant or on the first of two or more defendants	2.00	
And for every defendant other than the first	1.00	
Filing Default Summons	1.00	
Affidavit fee on Default Summons	1.00	
Serving Default Summons on a single defendant or on the first of two or more defendants	2.00	
And for every defendant other than the first	1.00	
Summons for witness	1.00	
Issuing Writ of Execution	1.00	

In Actions for over \$300.00 and up to \$1,200.00

COURT FEES	\$	¢.
Filing Ordinary Summons	5.00	
Serving Ordinary Summons on a single defendant or on the first of two or more defendants	2.00	
And for every defendant other than the first	1.00	
Filing Default Summons	4.00	
Affidavit fee on Default Summons	.50	
Serving Default Summons on a single defendant or on the first of two or more defendants	1.00	
And for every defendant other than the first	.50	
Issuing Summons to Witness	.50	
Filing application for leave to defend	1.00	
Filing any other application	1.00	
Issuing Writ of Execution	.50	

In Actions over \$1,200 or for the Recovery of Land or for the Delivery of Specific Goods

COURT FEES \$ ¢.

Filing Ordinary Summons 8.00
 Other fees: as in Actions over \$300.00 and up to \$1,200.00

General

For production of any original document from the File of the Court 2.00
 For every affidavit sworn to before the Judge or a Clerk (for use
 in Court) 1.00

COST OF WITNESSES IN AN ACTION
 Such Costs as the Judge shall direct.

BAILIFF'S FEES

For levying every Execution 2.50
 Where charge for possession of Levy is incurred, a further sum,
 which shall be payable in advance, not exceeding per diem ... 1.50

INSTRUCTING ATTORNEYS'-AT-LAW FEES

In Actions for Amounts not Exceeding \$300.00

\$ ¢.

1. Where the claim is for a liquidated demand and judgment is obtained by default or confession and—

(a) the sum recovered does not exceed \$ 75.00 15.00
 (b) the sum recovered exceeds \$75.00 but does not exceed \$150.00 30.00
 (c) the sum recovered exceeds \$150.00 but does not exceed \$300.00 45.00

2. Where the claim is for an unliquidated demand or for a liquidated demand in respect of which judgment is obtained after trial, and—

(a) the subject matter involved or sum recovered or amount claimed (as the Judge shall direct) does not exceed \$150.00 such sum as the Judge may award not exceeding ... 45.00

INSTRUCTING ATTORNEYS'-AT-LAW FEES—Continued

\$ ¢.

- (b) the subject matter involved or sum recovered or amount claimed (as the Judge shall direct) exceeds \$150.00 but does not exceed \$300.00 such sum as the Judge may award not exceeding 75.00

In Actions for Amounts Exceeding \$300.00 but not Exceeding \$1,200.00

3. Where the claim is for a liquidated demand and judgment is obtained by default or confession and the sum recovered exceeds \$300.00 but does not exceed \$1,200.00 50.00

4. Where the claim is for an unliquidated demand, or for a liquidated demand in respect of which judgment is obtained after trial, and the subject matter involved or sum recovered or amount claimed (as the Judge shall direct) exceeds \$300.00 but does not exceed \$1,200.00 200.00

In Actions for Amounts Exceeding \$1,200.00

5. Where the claim is for a liquidated demand and judgment is obtained by default or confession and the sum recovered exceeds \$1,200.00 75.00

6. Where the claim is for an unliquidated demand or for a liquidated demand in respect of which judgment is obtained after trial, and the subject matter involved or sum recovered or amount claimed (as the Judge shall direct) exceeds \$1,200.00 such sum as the Judge may award not being less than \$250.00 and not exceeding 500.00

**Applications on Notice other than for Leave to Issue Proceedings
Out of the Jurisdiction**

7. For leave to defend, for stay of execution or for any other necessary or proper application—

- (a) where the subject matter involved or sum recovered or amount claimed in the action (as the Judge shall direct) does not exceed \$300.00, such sum as the Judge may award not exceeding 25.00

- (b) where the subject matter involved or sum recovered or amount claimed in the action (as the Judge shall direct) exceeds \$300.00, such sum as the Judge may award not exceeding 500.00

INSTRUCTING ATTORNEYS'-AT-LAW FEES—Continued

	\$	¢.
Particulars		
8. For preparing particulars of claim from Attachments of Debts	5.00	to 15.00
9. Where the amount attached—		
(a) does not exceed \$300.00 such sum as the Judge may award not exceeding	25.00	
(b) exceeds \$300.00 but does not exceed \$1,200.00 such sum as the Judge may award not exceeding	50.00	
(c) exceeds \$1,200.00 such sum as the Judge may award not exceeding	100.00	
Garnishee's Attorneys-at-law Costs		
10. Where the garnishee appears and admits the debt, such sum as the Judge may award not exceeding	15.00	
On Issuing Execution		
11. Where the amount of the judgment does not exceed \$300.00	10.00	
12. Where the amount of the judgment exceeds \$300.00	25.00	

Advocate Attorney's-at-law Fees

The following fees for an Advocate Attorney-at-law shall be allowed in cases in which the Judge shall certify the action as proper for an Advocate Attorney-at-law:

- (a) where the subject matter involved or sum recovered or amount claimed (as the Judge shall direct) exceeds \$300.00 but does not exceed \$1,200.00 such sum as the Judge may award not exceeding 150.00
- (b) where the subject matter involved or sum recovered or amount claimed (as the Judge shall direct) exceeds \$1,200.00, such sum as the Judge may award not exceeding 500.00
- (c) in actions for the recovery of land or for the delivery of specific goods fees to Advocate Attorney-at-law and Instructing Attorney-at-law shall be according to the scale hereinabove provided for claims for unliquidated amount, the Judge fixing the value of the land or the rent payable in respect thereof whichever is higher, or the value of the goods for the purpose of determining the costs payable thereon.

SECOND SCHEDULE

Rule 50.
[97/1958
6/1989].

FORMS

FORM 1

(Ordinary Summons).

In the Petty Civil Court of No.
Between
Plaintiff,
And
Defendant.

You are hereby summoned to appear at the Petty Civil Court of on
the day of 20....., at the hour of..... in the forenoon to
answer the plaintiff in an action for the particulars of which are hereunto
annexed.

Dated this day of, 20.....
.....
Clerk of the Court.

\$ €. _____
Claim
Cost of Summons
Instructing Attorney's-at-law Fee
\$ _____

You are to produce all letters, accounts, bills, memoranda, documents, pass-books and papers
in your possession relating to this action. If you do not appear on the above-named day, judgment
will be given against you in default for the whole amount claimed.

Take notice that payment of the amount sued for herein will be accepted by instalments
of payable on the

.....
Plaintiff or Plaintiff's Instructing
Attorney-at-law.

To the Defendant,

Attorney-at-law to plaintiff is Mr. of

If you confess the plaintiff's claim you should sign a confession thereof in the presence of
one of the clerks at any time before the action is called on for trial, subject to the payment of any
further costs which any delay by you may have caused the plaintiff to incur.

If you admit part only of the claim, you may by paying into the Clerk's Office the amount so
admitted at any time before the day of trial, together with costs, avoid further costs, unless the
plaintiff at the trial proves an amount exceeding your payment.

Summonses for witnesses and for the production of documents by them will be issued upon
application at the Clerk's Office, upon payment of the proper fee.

Bring this Summons with you when you come to the Court or to the Clerk's Office for any
purpose connected with this action.

ENDORSEMENT AFTER SERVICE

This summons was served on the above-named defendant by leaving the same
at by me on the day of, 20.....,
at o'clock of the noon.

.....
Bailiff/Plaintiff/Plaintiff's Agent

FORM 2

(Default Summons).

In the Petty Civil Court of..... No.

Between

Plaintiff,

And

Defendant.

Take notice that unless within ten clear days after personal service of this summons on you, you obtain leave to defend in accordance with rule 10, you will not afterwards be allowed to make any defence to the claim which the plaintiff makes on you, as per margin, the particulars of which are hereunto annexed; but the plaintiff may, without giving further proof in support of such claim than the affidavit filed in Court

	\$	¢.
Claim ... ..	...
Court Fees ... ..	...
Instructing Attorney's-at-law Fees	.....
Total ... ..	\$	.....

herein, proceed to judgment and execution.

Dated this day of , 20.....

.....
Clerk of the Court.
Plaintiff or Plaintiff's Instructing Attorney-at-law

To the Defendant,

(N.B. — This Summons must be personally served on the defendant within a period of six months from the date of issue).

If you pay the debt and costs, as per margin on the other side, into the Chief Clerk's Office, you will avoid further costs.

If you do not obtain leave to defend, but allow judgment against you by default, the order upon such judgment will be to pay the debt and costs forthwith.

Summonses to witnesses and for the production of documents by them will be issued upon application at the Clerk's Office, upon payment of the proper fee.

Bring this Summons with you when you come to the Court or to the Clerk's Office for any purpose connected with this action.

ENDORSEMENT AFTER SERVICE

This summons was served by personally onat
on the day of , 20..... , at o'clock of thenoon.

.....
Bailiff/Plaintiff/ Plaintiff's Agent.

FORM 5

(Writ of Execution).

In the Petty Civil Court of No.

Between

Plaintiff,

And

Defendant.

To the Bailiff of the said Court,

These are to require you forthwith to cause execution to be made and levied, according to law on the personal chattels of the said to the amount of \$

\$ ¢.

Amount of judgment	...	...	...
Costs allowed on action	...	...	...
Costs of execution	...	...	...
Attorney's-at-law fee	...	...	...
Execution fee	...	...	...
Bailiff	...	...	...
Less paid on account	...	...	...

Balance or Total \$ _____

Given at the above Court, this day of ,20.....

By the Court,

.....
Clerk of the Court.

FORM 6

(Notice of Discontinuance).

In the Petty Civil Court of No.

Between

Plaintiff,

And

Defendant.

Take notice that the Plaintiff hereby (wholly discontinues this action or withdraws so much of his claim in this action as relates to, etc., and if not against all the defendants add as against the defendant, etc).

Dated this day of 20.....

To

.....
Plaintiff or Plaintiff's Instructing Attorney-at-law.

FORM 7

(Confession of Claim).

In the Petty Civil Court of No.
Between
Plaintiff,
And
Defendant.

I, the above-mentioned Defendant do hereby confess and admit that the sum of \$the amount claimed together with the sum of \$ for costs (or part of the amount claimed) by the Plaintiff in this action is due to him from me (and that I will pay the same by instalments of)

Dated this day of, 20.....

Signed in the presence of

The above-named Defendant.

.....
Clerk of the Court.

I accept the above terms.

.....
Plaintiff or Plaintiff's Instructing Attorney-at-law.

FORM 8

(Interpleader Summons).

In the Petty Civil Court of No.
Between
Plaintiff,
And
Defendant.
Claimant.

Whereas has made a claim to certain goods and chattels taken in execution under process issuing out of this Court in this action, you are hereby summoned to appear at a Court to be held on the day of, 20..... at the hour of in the forenoon when the said claim will be adjudicated upon, and such order made thereupon as to the Judge shall seem fit.

Dated this day of, 20.....

To the above-named.

.....
Clerk of the Court.

(Affidavit for leave to defend Default Summons).

In the Petty Civil Court of No.

Between

Plaintiff,

And

Defendant.

I, the above-named Defendant, make oath and say as follows:

1. (Here set out briefly facts constituting defence on which the defendant relies).

2. On the grounds above stated I am advised and verily believe that I have a good defence to this action on the merits to the whole of the plaintiff's claim (or to so much of the plaintiff's claim as relates to the sum of \$).

Sworn at

ENDORSEMENT

Unconditional leave granted or leave granted on the following conditions.

Dated this day of, 20..... *Judge.*

FORM 10

(Affidavit of debt on Default Summons).

In the Petty Civil Court of

No. of 20.....

Between

Plaintiff,

And

Defendant.

I, the above-named Plaintiff, make oath and say that

the above-named defendant is indebted to me in the sum of \$ for

Sworn at the Clerk's Office at this day of, 20..... *Plaintiff.*

Or when Affidavit is made by a clerk:

I, make oath and say that I am a person in the employ of the above-named Plaintiff and that I am duly authorised by to make this affidavit, and that it is within my knowledge that the aforesaid debt of \$ was incurred for and that such debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

Sworn at the Clerk's Office at this day of, 20.....

FORM 11

(Notice of Trial of Default Summons).

In the Petty Civil Court of No.
Between
Plaintiff,
And
Defendant.

You having obtained leave to defend the above action, take Notice that the same will be tried at the above Court on the day of 20..... at the hour of in the forenoon.

Dated this day of , 20.....

To the Defendant.

.....
Clerk of the Court.

FORM 12

**AFFIDAVIT FOR LEAVE TO ISSUE ORDINARY
SUMMONS OR DEFAULT SUMMONS AGAINST
DEFENDANT OUT OF THE DISTRICT**

I, [*name, residence and occupation of deponent*] make oath and say as follows:

1. That [*name and address of proposed defendant*] is justly and truly indebted to me [*or to (the like of proposed plaintiff)*] in the sum of \$..... for the price of goods sold [*or for money lent, as the case may be*].
[*Or where the claim is unliquidated*].

1. That I [*or (the like of the proposed plaintiff) claim (or claims)*] to be entitled to recover from [*the like of proposed defendant*] the sum of \$ for damages for breach of contract [*or as the case may be*].

2. That the said debt was contracted [*or that the said contract was made (or broken) or that the said wrongful act was committed, or as the case may be*] at within the district of this Court.
[*Where the deponent is not the proposed plaintiff*].

3. And I further say that I am a person in the employ of the proposed plaintiff [*or as the case may be*] and that the facts herein deposed to are within my own knowledge, and that I am duly authorised by the proposed plaintiff to make this affidavit.
Sworn to

Before me,
.....

(Rule 53).

FORM 13

SUMMONS FOR RECOVERY OF LAND

TRINIDAD AND TOBAGO.

In the Petty Civil Court of No. of Plaintiff

Between

Plaintiff,

And

Defendant.

You are hereby summoned to appear at the Petty Civil Court on day,

the day of 20..... at the hour of o'clock in the noon, to answer the plaintiff's claim to recover possession of situate at in the County of on the ground stated in the particulars of claim hereto annexed, and also to recover the sum of \$ mentioned in the said particulars.

	\$	¢.
Claim	...	...
Fee for Plaintiff	...	...
Attorney's-at-law costs	...	...
Total amount of claim and costs	...	\$ _____

If you admit the whole or part of the claim and desire time for payment or giving possession you should within 8 days send to the Chief Clerk an admission (for which the form below may be used).

Sending the form to the Clerk does not relieve you from appearing in Court on the day named, but delay in sending admission or in giving possession, or in paying into Court may add to the costs.

Dated this day of , 20.....
Clerk of the Court.
Plaintiff's Attorney-at-law

To the Defendant Address
Take notice that if you hold the above-mentioned premises as the tenant of any person other than the plaintiff you must give notice to that person, or to his agent, of this summons immediately it comes to your knowledge. If you fail to do so you will be liable to forfeit to him an amount equal to the value of three years rent of the premises.

In the Petty Civil Court of v. No.

I admit the Plaintiff's title and his right to immediate possession and offer to give possession on the day of , 20..... I admit the claim for \$..... (or \$ part thereof).

Defendant.

Address to which Notice to be sent:

ENDORSEMENT AFTER SERVICE

This summons was served by personally on at on the day of , 20..... at o'clock of thenoon.
Bailliff.

FORM 14

(Rule 53).

**SUMMONS FOR RECOVERY OF LAND ON GROUND OF
FORFEITURE FOR NON-PAYMENT OF RENT**
(Title as in Form 1)

You are hereby summoned to appear at the Petty Civil Court, onday,
theday of, 20..... at the hour of o'clock in the
..... noon to answer the plaintiff's claim to recover possession of
situate at in the County of by way of enforcing a right of re-entry or
forfeiture for non-payment of rent, and for rent in arrear. Particulars of the claim are hereto annexed.

And take notice that if you pay into Court the rent in arrear and the costs entered on this
summons not less than five clear days before the day on which you are required to appear to this
summons the action will cease.

	\$	€.
Rent in arrear		
Fee for plaint		
Instructing Attorney's-at-law costs		
Total amount of arrear and costs.	_____	_____

Dated this day of, 20.....

.....
Clerk of the Court.
Plaintiff's Instructing Attorney-at-law.

To the Defendant, of

ENDORSEMENT AFTER SERVICE

This summons was served by personally on at
on the..... day of, 20..... at o'clock of the noon.

.....
Bailiff.

[Rule 54(2)].

FORM 15

**NOTICE TO PLAINTIFF OF ADMISSION BY DEFENDANT
IN ACTION FOR THE RECOVERY OF LAND**

(Title of Action)

Take notice that:—

1. The defendant admits your title and right to immediate possession of the land mentioned in your particulars of claim and offers to give possession on the day of, 20..... The defendant also admits your claim (*or \$* part of your claim) for rent and mesne profits (*or as the case may be*) and proposes to pay the same on the day of, 20.....

2. It will be necessary for you to attend the Court on the day of hearing in order to obtain judgment on your claim for possession but no costs incurred by you after the receipt of this notice in respect of the proof of any matter admitted by the defendant and stated above will be allowed against the defendant who has made the admission.

.....
Clerk of the Court.

[Rule 55(1)].

FORM 16

**NOTICE IN ACTION FOR THE RECOVERY OF LAND
THAT DEFENDANT WILL LIMIT DEFENCE TO A
DEFINITE PART OF THE LAND**

(Title of Action)

Take notice, that the above-named Defendant will at the trial of this action limit his defence to a part only of the land mentioned in the particulars annexed to the summons; that is to say, [*here describe the definite part of the land to which the defence is limited*].

[Rule 56(2)].

FORM 17

**NOTICE IN ACTION FOR THE RECOVERY OF LAND
THAT A PERSON NOT ORIGINALLY A DEFENDANT
WILL APPEAR AND DEFEND**

(Title of Action)

Take notice, that of has filed an affidavit, a copy of which is hereto annexed, and that by leave of the Court he will appear at the hearing as a defendant.

.....
Clerk of the Court.

FORM 18

(Rule 60).

WARRANT FOR POSSESSION OF LAND
(Title of Action)

Whereas at a Court held on the day of, 20....., it was adjudged that the plaintiff was entitled to possession of the land mentioned in the particulars annexed to the summons in this action; that is to say, (here describe the land as set out in the particulars), and it was ordered that the defendant should give the plaintiff possession of the said land on the day of 20....., (Add, where judgment for forfeiture for non-payment of rent, unless the rent in arrear for the said land, amounting to \$..... and the costs of this action amounting to \$..... were paid into Court on or before the day of, 20.....)

And it was adjudged that the plaintiff should recover against the defendant the sum of \$..... for rent and mesne profits and \$..... for costs, making together the sum of \$..... And it was ordered that the defendant should pay the last mentioned sum to the Clerk of this Court on or before the day of, 20....., (or by instalments of \$..... for every):

And whereas the defendant has not obeyed the said order:

These are therefore to authorise and require you forthwith to give possession of the said land to the plaintiff.

And these are therefore to require and order you forthwith to make and levy execution for the amount due to the plaintiff under the said judgment (or order) together with the costs of this warrant and the costs of executing the same according to law, on the personal chattels of the defendant.

	\$	¢.
Rent and mesne profits 		
Costs 		
Fee for issuing this warrant... 		
Instructing Attorney's-at-law cost of issue 		
Less paid on account 		
Total amount to be levied with fees for execution of warrant as endorsed hereon	\$	_____

Dated this day of, 20.....
By the Court
To the Bailiff
of the Court.

.....
Clerk of the Court.

(Rule 62).

FORM 19

**CERTIFICATE OF EXECUTION OF WARRANT
(TO BE ENDORSED ON WARRANT)**

(Title of Action)

I hereby certify that by virtue of the warrant of possession issued herein I did on the..... day of , 20..... , deliver full and peaceable possession to the plaintiff of the land named therein as required by the said warrant.

Dated this day of , 20.....

.....
Bailiff.

(Rule 66).

FORM 20

JUDGMENT FOR DELIVERY OF GOODS

(Title of Action)

(Recitals as Necessary)

It is adjudged that the plaintiff do recover against the defendant the following goods of the plaintiff wrongfully detained by the defendant; that is to say (specify the goods which the Court decides have been detained) of the value of \$ (and also the sum of \$ for damages for detention of the said goods, and the sum of \$.....for costs).

And it is ordered that the defendant do return the said goods to the plaintiff or do pay the said sum of \$ their value to the Clerk of this Court, on the day of , 20.....

(If the Judge makes an order for the return of the goods without giving the defendant the option of paying their value omit the last preceding paragraph and substitute):

And it is ordered that the defendant do return the said goods to the plaintiff on the day of , 20..... and that in default a warrant of delivery do issue.

And it is further ordered that the defendant do pay the said sum of (\$ for damages and the said sum of) \$ for costs to the Clerk of this Court on the day of , 20.....

.....
Clerk of the Court.

Dated this day of , 20.....

FORM 21

(Rule 66).

**JUDGMENT FOR DELIVERY OF GOODS UNDER
PARAGRAPH (A) OF SECTION 14(4) OF THE
HIRE PURCHASE ACT (CH. 82:33)**

(Title of Action)
(Recitals as Necessary)

It is adjudged that the defendant being in default under a hire-purchase agreement dated the day of, 20....., and made between the plaintiff do recover against the defendant (insert name of hirer) the following goods of the plaintiff, being goods subject to the said agreement and wrongfully detained by the said defendant (specify the goods which the Court decides have been detained) and do recover against the defendant the sum of \$ for costs.

And it is ordered that the defendant (insert name of hirer) do return the said goods to the plaintiff on or before the day of, 20..... and that in default thereof a warrant of delivery do issue.

And it is further ordered that the defendant do pay the sum of \$ for costs to the Chief Clerk of this Court on or before the day of, 20..... (or by instalments of the first instalment to be paid on the day of, 20.....

Dated this day of....., 20.....

.....
Clerk of the Court.

(Rule 66).

FORM 22

JUDGMENT FOR DELIVERY OF GOODS UNDER PARAGRAPH (B) OF SECTION 14(4) OF THE HIRE PURCHASE ACT (CH. 82:33)

(Title of Action) (Recitals as Necessary)

It is adjudged that the defendant being in default under a hire-purchase agreement dated the..... day of , 20..... , and made between (insert names of parties) the Plaintiff do recover against the Defendant (insert name of hirer) the following goods of the Plaintiff being goods subject to the said agreement and wrongfully detained by the Defendant; that is to say (specify the goods which the Court decides to have been detained) and do recover against the Defendant the sum of \$ for costs.

And it is ordered that unless the Defendant(s) fulfil the conditions of the postponement hereinafter imposed, the Defendant (insert name of hirer) do return the said goods to the Plaintiff on or before the day of , 20.....

It is further ordered that the operation of this order be postponed on condition that the unpaid balance of the hire-purchase price, namely \$ is paid into Court by instalments of \$ the first instalment to be paid on the day of 20.....

(Add any further condition imposed by the Court.)

And it is ordered that the terms of 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 respects in which the agreement is to be modified).

And it is ordered that in case default is made in payment of any instalment according to this order a warrant for delivery do issue.

And it is further ordered that the Defendant do pay the said sum of \$for costs to the Clerk of this Court by instalments of \$ the first instalment to be paid days after the last instalment of the price is paid. If default is made in payment of any instalment on account of the unpaid balance of the hire-purchase price, execution may forthwith issue for the whole of the costs.

Dated this day of , 20.....

..... Clerk of the Court

FORM 23

(Rule 66).

**JUDGMENT FOR DELIVERY OF GOODS UNDER
PARAGRAPH (C) OF SECTION 14(4) OF THE
HIRE PURCHASE ACT (CH. 82:33)**

(Title of Action)
(Recitals as Necessary)

It is adjudged that the defendant(s) being in default under a hire-purchase agreement dated the day of, 20....., and made between the Plaintiff do recover against the Defendant (insert name of hirer) the following goods of the Plaintiff being goods subject to the said agreement and wrongfully detained by the said Defendant, that is to say (specify the goods of which the Court decides to order the return) and do recover against the defendant(s) the sum of \$ for costs.

And it is ordered that the defendant (insert name of hirer) do return the said goods to the plaintiff on or before the day of, 20..... and that in default thereof a warrant of delivery do issue.

And it is ordered that the defendant(s) do pay the said sum of \$ for costs to the Clerk of this Court on the day of, 20....., (or by instalments of \$ for every the first instalment to be paid on the.....day of....., 20.....).

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

Dated this day of....., 20.....

.....
Clerk of the Court.

(Rule 66).

FORM 24

ORDER OF APPLICATION UNDER SECTION 15 OF THE HIRE PURCHASE ACT (CH. 82:33)

(Title of Action)

(Recitals as Necessary)

It is ordered that in lieu of the conditions mentioned in the judgment in this action dated the..... day of , 20..... , the operation of the order 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 judgment be further modified in the following respects (state the respects in which the agreement is to be modified).

or

It is ordered that the postponement of the operation of order in the judgment in this action dated the day of 20..... , be revoked and that the defendant (insert name of hirer) do return the goods specified in the judgment to the plaintiff on or before the day of , 20..... and that in default thereof a warrant of delivery do issue.

And it is ordered that the do pay the sum of \$ for costs to the Clerk of this Court on the day of , 20.....

or

It is ordered that the defendant (insert name of hirer) do return the following goods to the plaintiff on or before the day of , 20..... (specify the goods of which the Court decides to order the return) and that in default thereof a warrant of delivery do issue.

And it is ordered that the do pay the sum of \$ for costs to the Clerk of this Court on the day of , 20..... (or by instalments of....., the first instalment to be paid on the day of ,20.....).

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

Dated this day of , 20.....

..... Clerk of the Court.

(Rule 68).

FORM 26

**WARRANT OF DELIVERY AND OF EXECUTION ON
A JUDGMENT UNDER SECTION 14(4)(b) OF
THE HIRE PURCHASE ACT (CH. 82:33)**

(Title of Action)

Whereas on the day of , 20..... ,the plaintiff obtained a judgment against the defendant for the recovery of the goods specified in the Schedule hereto, and for the payment of (\$ for debt/damages and) \$ for costs (amounting together to the sum of \$) and it was ordered that the defendant should return the said goods to the plaintiff on the day of , 20..... :

And whereas it was further ordered that the operation of this order be postponed on condition that the unpaid balance of the hire-purchase price namely \$ be paid into Court by instalments of \$

And whereas it was further ordered that the defendant should pay the said (debt/damages and) costs by instalments of \$

And whereas the defendant did not on the said date return the said goods to the plaintiff and default has been made in payment of the balance of the hire-purchase price (debt/damages) and costs according to the said order:

You are therefore ordered forthwith to seize the said goods wheresoever they may be found and to deliver them to the plaintiff.

And you are further required and ordered to make and levy execution according to law to the amount of \$ (debt/damages and costs) on the personal chattels of the defendant.

Dated this day of..... , 20..... .

.....
Clerk of the Court.

SCHEDULE

To the Bailiff of the Court

\$

Debt/Damages	...	...	...	...	...	...	...	...	...
Costs	...	...	...	...	...	...	...	...	...
Fees for issuing this warrant	...	...	...	...	...	...	...	...	...
Instructing Attorney's-at-law costs of issue	...	...	...	...	...	...	...	...	...
Total amount to be levied with fees for execution of warrant as endorsed hereon	...	...	...	...	...	...	...	...	...
									\$

Application was made to the Clerk for this warrant at minutes past the hour of in the noon of the day last above mentioned.

FORM 27

(Rule 68).

**WARRANT OF DELIVERY WHERE, IF GOODS ARE NOT
RETURNED, LEVY IS TO BE MADE FOR THEIR VALUE**
(Title of Action)

Whereas at a Court holden on the day of, 20....., the plaintiff obtained judgment against the defendant for the recovery of (specify the goods which the Court has ordered to be recovered of the defendant) of the value of \$ and for the payment of (\$ for damages for the detention of the said goods and of) \$ for costs and it was ordered that the defendant should return the said goods to the plaintiff or pay the said sum of \$ their value, to the Chief Clerk of this Court on the.....day of.....,20.....:

And it was further ordered that the defendant should pay the said sum of \$ (damages for the detention) and the said sum of \$ (costs) to the Clerk of this Court on the day of, 20.....:

And whereas the defendant did not on the said day of, 20....., return the said goods to the plaintiff, and default has been made in payment according to the said order:

These are therefore to require and order you forthwith to seize the said goods, wheresoever they may be found, and to deliver the same to the plaintiff:

And if the same cannot be found, you are required and ordered to make and levy execution according to law to the amount of \$ (the assessed value of the goods) on the personal chattels of the defendant.

And you are further required and ordered to make and levy execution according to law to the amount of \$ (damages for detention and costs) on the personal chattels of the defendant.

Dated this day of, 20..... .

.....
Clerk of the Court.

SCHEDULE

To the Bailiff	of the	Court		\$
Assessed value of the specified goods	...	...	...	...
Damages for detention of goods	...	...	...	...
Costs	...	...	...	...
Fees for issuing this warrant	...	...	...	...
Instructing Attorney's-at-law costs of issue	...	...	...	...
Total amount to be levied with fees for execution of warrant as endorsed hereon	...	...	...	..... \$ .....

Application was made to the Clerk for this warrant at minutes past the hour of in the noon of the day last above mentioned.
