

USEFUL CONTACTS

PETTY DEBTS GREFFIER - Tel: (01534) 440081 Email: mcg@gov.je

Advice is available between 09.00 a.m.- 5.00.p.m. daily (*4.30 p.m. on Fridays).

JERSEY FINANCIAL SERVICES COMMISSION – Tel: (01534) 822000

A register of business names and limited liability companies together with registered addresses is maintained at the Jersey Financial Services Commission, P O Box 267, 14-18 Castle Street, St. Helier JE4 8TP. Website: www.jerseyfsc.org/registry.

An enquiry to verify a business name or the name of a limited liability company may attract a small fee.

LEGAL AID – Freephone: 0845 800 1066 Email: email@legalaide.je

Legal Aid may be available to persons who cannot afford a lawyer or who are unable to obtain one. Legal aid is not necessarily free.

Anyone applying for legal aid should do so by contacting the administrator.

CITIZENS ADVICE - Tel: (01534) 724942 Freephone: 0800 735 0249

Email: advice@cab.org.je

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

JERSEY ADVISORY AND CONCILIATION SERVICE (JACS) - Tel: (01534) 730503

Email: jacs@jacs.org.je

In compiling this booklet every effort has been made to ensure that the information is accurate. No responsibility is accepted for the content. The notes and the examples are intended to provide initial informal help. The content does not cover every type of circumstance but should give a good basis from which to work.



INVESTOR IN PEOPLE

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A Department of the Jersey Court Service

The Petty Debts Court

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PLEADINGS

What are pleadings?

Pleadings are the documents produced by each party containing their claim or their answer to a claim. The Court will require each party to produce a pleading so that it understands where the claim is disputed and that a trial is needed to resolve the dispute.

Every pleading must set out all the events that make up the dispute, usually in date order. This is to explain why you are bringing or defending a claim. The next section gives more guidance on how to do this.

Your pleading will allow the Court and the other parties to understand the dispute. This will assist the Court in deciding the best way to adjudicate on the dispute between you. It will also assist you in deciding whether you wish to try to resolve your dispute through discussion with the other party.

Types of pleadings

The types of pleadings that have to be produced are as follows:

- Statement of Claim – this is a full explanation of the claim a plaintiff is bringing against a defendant;
- Answer – this is a defendant's response to a plaintiff's claim;
- Counterclaim – this is where a defendant, as well as disputing a plaintiff's claim, has a claim against the plaintiff. Any such claim should be set out in the defendant's answer;
- Answer to a Counterclaim – this is the plaintiff's response to any counterclaim made by a defendant.

When are pleadings required?

Pleadings have to be produced:

- after mediation, if the matter does not settle; or
- as the next step after the first court appearance of the parties.

The Court will issue a timetable for each party to produce its pleading.

Normally a plaintiff is given **14 days** to prepare a statement of claim, and a defendant is given **14 days** to prepare an answer and any counterclaim. **14 days** is also given to produce any answer to a counterclaim.

When the Court sets a timetable requiring you to file pleadings, you will also normally be given a date to come back to court. This hearing is for the Court to make further orders to make a case ready for trial.

In more complex cases you may be given a date for a mediation to take place after all parties have filed their pleadings but before coming back to Court.

Who is a pleading sent to?

Your original pleading must be filed with the Greffier and a copy sent to the other party by post or by email, where the parties have agreed to correspond by email about the dispute. Failure to file your pleading on time may result in your case being struck out if you are the plaintiff, or a judgment being taken against you if you are the defendant.

Contents of a pleading

Small claims – an additional requirement.

For all claims of £5,000 and below, known as small claims, you must also attach to any pleading you produce any document you refer to or you wish to rely on.

There are two main types of claim that the Court has to decide. The first are those based on some form of agreement. The second is where there is no agreement. This section deals with what you are expected to include in any pleading to set out your case and the key facts.

FORM 10

In the Petty Debts Court

BETWEEN [Click and type name] PLAINTIFF
AND [Click and type name] DEFENDANT

ANSWER TO STATEMENT OF CLAIM WITH COUNTERCLAIM

IN ANSWER AND AS A COUNTERCLAIM to the Statement of Claim of ("the Plaintiff"), ("the Defendant") WILL SAY as follows:

1. THAT paragraph 1 of the statement of claim is [agreed/disputed]. [If disputed set out why.]
2. [Repeat for each paragraph of the statement of claim whether that paragraph is agreed or disputed. For any part that is disputed set out why].

AND the Defendant REQUESTS that the action be dismissed and the Plaintiff be condemned to pay the costs of and incidental to the action.

COUNTERCLAIM

1. If the Counterclaim is based on an agreement, set out the terms of the agreement.
2. Set out whether the agreement was in writing or oral.
3. If the agreement was in writing identify all written documents which you say contain the agreement.
4. If the agreement was oral, set out all conversations when you reached agreement, who took part and a summary of what was said.
5. Set out what you say the Plaintiff should have done under the agreement.
6. Set out what the Plaintiff either did not do, or did incorrectly, describing the key events in date order.
7. Set out what loss you claim identifying each category of loss.

AND the Defendant counterclaims the sum of [].

AND the Defendant seeks an order that:-

1. The Plaintiff's claim be dismissed.
2. The Defendant's Counterclaim be granted.
3. The Defendant be awarded interest on the Counterclaim in such amount as the Court shall deem fit.
4. The Defendant be awarded costs.

Dated this [] day of [] 2018.

FORM 9

In the Petty Debts Court

BETWEEN [Click and type name] PLAINTIFF

AND [Click and type name] DEFENDANT

ANSWER TO STATEMENT OF CLAIM

IN ANSWER to the Statement of Claim of ("the Plaintiff"), ("the Defendant") WILL SAY as follows:

1. THAT paragraph 1 is [agreed/disputed]. [If disputed set out why.]
2. [Repeat for each paragraph whether that paragraph is agreed or disputed. For any part that is disputed set out why].

AND the Defendant REQUESTS that the action be dismissed and the Plaintiff be condemned to pay the costs of and incidental to the action.

Dated this [] day of [] 2018.

Claims based on an agreement

Agreements cover many different situations. They may relate to:

- your employment or where you work;
- building works;
- repairs to property you own or live in;
- repairs to other possessions you own;
- buying or selling goods;
- medical treatment where you pay for the treatment;
- services you have provided or received.

The Statement of Claim for a claim based on an agreement (see form 8a)

If you have a claim that is based on an agreement, you must set out:

- the details of your agreement with the defendant;
- whether the agreement was in writing, oral or a mixture of the two;
- if the agreement was in writing, you should identify all written documents which you say contained the agreement;
- if the agreement was oral you should set out when any conversation took place, who that conversation was with and what was said.

A document may contain all or part of an agreement even though it was not signed by anyone. Letters, emails or texts can all form part of or amount to an agreement in writing.

Once you have set out what agreement you have with the defendant, you must then set out why you say the defendant failed to keep to that agreement. You should set out what happened and anything that the defendant either did incorrectly or didn't do. This includes not paying you money you are owed. It is best to set out what happened in date order.

You must also set out what financial loss or damage you have suffered. If you do not know the precise amount of the loss or damage you have suffered, you should describe the type of loss or damage and give your best estimate of what you are seeking.

The Answer to a claim based on an agreement (see form 9)

In preparing an answer to a claim for breach of an agreement as a defendant, you must in your answer do the following:

- set out which parts of the plaintiff's case you agree with and which parts you dispute and why;
- you should say if you dispute that you had an agreement with a plaintiff;
- where a plaintiff says that you failed to do something or did something in breach of an agreement you should explain which part of the plaintiff's allegations you dispute, again setting out the reasons why;
- you should also set out whether you dispute the amount of money that is being claimed and the reasons why.

A Counterclaim based on an agreement (see form 10)

If you have an agreement with a plaintiff who is bringing a claim against you and you wish to bring a claim that it is the plaintiff who failed to keep to an agreement with you, you are normally allowed to do so. This is called a counterclaim.

This is a claim by you against the plaintiff which will usually be heard at the same time as the plaintiff's claim against you. The counterclaim should be included in the answer to the plaintiff's claim.

If you bring a counterclaim based on an agreement you must set out:

- the agreement you reached with the plaintiff;
- why you say the plaintiff breached that agreement;
- what loss that has caused you.

An Answer to a Counterclaim based on an agreement

Where a counterclaim is made by a defendant against the plaintiff, the plaintiff's response is called an answer to the counterclaim. This is where a plaintiff sets out what part of the counterclaim is disputed.

You should therefore set out:

- whether you dispute the defendant's version of the events about your agreement;
- whether you dispute any allegation you breached the agreement;
- whether you dispute any loss or damage claimed;
- the reasons why you dispute any part of the counterclaim.

FORM 8 (b)

In the Petty Debts Court

BETWEEN [Click and type name] PLAINTIFF
AND [Click and type name] DEFENDANT

STATEMENT OF CLAIM WHERE THERE IS NO AGREEMENT

The complaint of [] ["the Plaintiff"] is brought against [] ["the Defendant"]

1. For Plaintiffs that are not individuals describe the legal status of the Plaintiff e.g. the Plaintiff is a company, a partnership etc.
2. If the Plaintiff is suing as an assignee set out when the Plaintiff became an assignee.
3. If the Defendant is not an individual, describe the legal status of the Defendant.
4. Set out the key events in date order concerning your claim.
5. Set out why the Defendant is responsible for what happened.
6. Set out all the Defendant's actions which you say were incorrect.
7. Set out anything that the Defendant did not do that the defendant should have done.
8. Set out what loss you claim, identifying each category of loss.

AND the Plaintiff claims:

1. Payment of the said amount [].
2. Interest on the said amount (only if claimed).
3. The costs of the present action.

Dated this [] day of [] 2018.

FORM 8 (a)

In the Petty Debts Court

BETWEEN [Click and type name] PLAINTIFF
AND [Click and type name] DEFENDANT

STATEMENT OF CLAIM BASED ON AN AGREEMENT

The complaint of [] ["the Plaintiff"] is brought against [] ["the Defendant"]

1. For Plaintiffs that are not individuals describe the legal status of the Plaintiff e.g. the Plaintiff is a company, a partnership etc.
2. If the Plaintiff is suing as an assignee set out when the Plaintiff became an assignee.
3. If the Defendant is not an individual describe the legal status of the Defendant.
4. Set out the terms of the agreement.
5. Set out whether the agreement was in writing or oral.
6. If the agreement was in writing, identify all written documents which you say contain the agreement.
7. If the agreement was oral, set out all conversations when you reached agreement, who took part and a summary of what was said.
8. Set out what you say the Defendant should have done under the agreement.
9. Set out what the Defendant either did not do, or did incorrectly, describing the key events in date order.
10. Set out what loss you claim, identifying each category of loss.

AND the Plaintiff claims:

1. Payment of the said amount of [].
2. Interest on the said amount (only if claimed).
3. The costs of the present action.

Dated this [] day of [] 2018.

Claims where there is no agreement

There are many cases where a party claims to have suffered loss or damage caused by another party, even though there is no agreement between them. Most commonly these are claims based on a party not behaving as they should and where the Court can require such a party to pay damages.

Examples are:

- claims following road accidents;
- breaches of health and safety rules;
- accidents on someone else's property; or
- claims relating to medical treatment.

The Statement of Claim for a claim where there is no agreement (see form 8b)

If you have a claim where there is no agreement, you must set out:

- why the defendant is legally responsible for what happened;
- how the defendant breached any legal responsibility; and
- what loss you have suffered as a result of the defendant's failings.

You should set out the key events that form the basis of your claim, and what you say the defendant did incorrectly, or failed to do. If you do not know the precise amount of the loss you have suffered, you should describe the type of loss and give your best estimate of what you are seeking.

Answer to a claim where there is no agreement

If you are a defendant preparing an *Answer* to a statement of claim, you should set out:

- whether you accept that you are legally responsible for your conduct in relation to the plaintiff, including responding to the reasons why the plaintiff says that is so;
- whether you accept or dispute whether you have met that obligation and the reasons why; and
- whether you accept or dispute any losses claimed by the plaintiff.

Small Claims

(i.e. claims of £5,000 or less)

For all claims where £5,000 or less is being claimed the following simpler procedure will apply, unless the Court considers the case to be too complex.

Pleadings and small claims

For small claims, if the matter does not settle at mediation, each party will have to file a pleading (see previous pages).

In addition, you must attach to your pleading any document you refer to or wish to rely on in support of your claim. You must also identify any witnesses you intend to bring to trial.

The Court will inform you of the date by which you have to file your pleading. The Court will also inform you when you next have to come to Court, after filing a pleading.

Other steps the Court may require you to take

Once both parties have filed their pleadings, you may be required at the next hearing to:

- explain in more detail a particular part of your case;
- provide additional documents; or
- do anything else the Court requires.

Should mediation not be successful, the case will proceed to trial

