

District Court - Schedule C - Forms in civil proceedings

S.I. No. 17 of 2014

No. 40.01

Claim notice: general damages not exceeding €15,000

*Schedule C
O.40, r. 5*

District Court Area of

District No.

Record number:

Between

..... Claimant

..... Respondent

CLAIM NOTICE

This claim notice is issued at the request of the claimant(s), who makes a claim in the District Court to recover against the respondent damages not exceeding €15,000 for *[insert description of claim, e.g. breach of contract, negligence, etc]*

Particulars of first claimant:

Name	
Address	*(in the above Court *(area) and district)
Occupation	
*Solicitor	
Address for service of documents	

[Repeat particulars for second and any subsequent claimant]

Particulars of first respondent:

Name	
Address	*(in the above Court *(area) and district)
*Solicitor (if known)	
Occupation (if known)	
Address for service of documents (if	

known)	
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[Repeat particulars for second and any subsequent respondent]

STATEMENT OF CLAIM

[Set out in numbered paragraphs a statement of all material facts on which the claimant relies, including necessary particulars of such fact, which must include the place where and the date when the claim arose, but not the evidence by which those facts are to be proved. Specify in that statement the specific provisions of any enactment that is relied on and the amount or other relief or remedy sought. Examples are provided at the end of this form.]

LIST OF CORRESPONDENCE AND OTHER DOCUMENTS ON WHICH THE CLAIMANT WILL RELY AT TRIAL

	Document	Date	Description
1	<i>e.g. letter of offer</i>	<i>1 September 2013</i>	<i>Letter of offer from the claimant to the respondent</i>
2	<i>e.g. contract</i>	<i>10 September 2013</i>	<i>Contract signed by the claimant and the respondent</i>
Etc			

(A) IF YOU DISPUTE THE CLAIM and wish to defend the proceedings, then you must give, or send by post, to the claimant or claimant's solicitor at the address for service mentioned above an appearance and defence in Form 42.01, Schedule C of the District Court Rules, not later than 28 days after the service on you of this claim notice, and at the same time file a copy of your appearance with the District Court Clerk at the address below.

(B) IF YOU ADMIT THE CLAIM, you should contact the claimant or claimant's solicitor within 10 days after the service on you of this claim notice to make arrangement to agree payment of the claim and costs, all further proceedings will be stayed, you need not attend court and you will avoid further costs.

IF YOU DO NOT ACT IN ACCORDANCE WITH (A) OR (B) ABOVE you will be held to have admitted the claim and the claimant may apply for judgment to the District Court and if judgment is given, proceed to execution.

Signed:.....

*(Solicitor for) Claimant

To the respondent(s) at the address(es) given above

This claim notice is issued at on the day of 20.... by by the District Court Clerk assigned to the above Court area and district

**Delete where inapplicable*

Sample statements of claim

Breach of contract: goods or services

1. The claimant is the owner and operator of a restaurant at 1 Main Street, Dublin 4.
2. The respondent is a supplier of used motor vehicles. The respondent operates his business from a showroom 6 New Street, Dublin 4, within the Court area and Court district mentioned above.
3. On 2 January 2013, the claimant visited the respondent's showroom with a view to purchasing a van for use in deliveries to the claimant's customers.
4. The claimant was shown by the respondent a 2007 Excelsior A van with registration number 2007 D 888888. The respondent assured the claimant that the van had 40,000 kilometres on the clock and was in excellent working order.
5. The claimant purchased the van for €8,000 and paid by bank draft.
6. On 1 February 2013, the van broke down outside the claimant's premises. The claimant has the van examined by a mechanic who advised him that seriously defective repairs had been carried out to the engine about two years previously, which left the van in a dangerously defective condition and that the cost of returning the van to a roadworthy condition would be approximately €5,250. The mechanic also advised the claimant that the van had been on the road for approximately 120,000 kilometres.
7. The claimant contacted the respondent on 3 February 2013 to return the van and be repaid the price the claimant had paid. The respondent refused to accept the return of the van or to repay the claimant.
8. Since the respondent has refused to accept the return of the van, the claimant has had to rent a van for use in his business at a cost of €100 per week. The claimant has also incurred mechanic's fees of €400.
9. The claimant claims damages for breach of contract and/or breach of warranty.
10. The claimant relies on section 13 of the Sale of Goods and Supply of Services Act 1980.

Negligence

1. The claimant is the owner and operator of a restaurant at 1 Main Street, Dublin 4.
2. The respondent is the owner of a 2007 Excelsior A van with registration number 2007 D 888888. The respondent lives at 6 New Street, Dublin 4, within the Court area and Court district mentioned above.
3. On 2 January 2013, the claimant's car, a 2009 Excelsior B with registration number 2009 D 777777, was parked outside his restaurant. At approximately 3.00 pm, the respondent was driving his van along Main Street, when it crashed into the claimant's car.
4. The claimant's car was severely damaged in the incident and was completely unroadworthy. The claimant had his car examined by a mechanic who advised him that serious damage had occurred to the driver's side bodywork, engine and electrics and that the cost of reinstating the car to its previous condition would be approximately €8,500.

5. Since the claimant has only third party insurance, he has not been able to fund the cost of these repairs and has had to rent a car for use in his business at a cost of €100 per week. The claimant has already incurred mechanic's fees of €200.

6. The claimant alleges that the incident and the damage sustained to the claimant's car were due to the respondent's negligence in his driving of his van.

7. The claimant claims damages for negligence and/or breach of duty (including breach of statutory duty).