DELAWARE COUNTY

SMALL CLAIMS
MANUAL

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INTRODUCTION

The Small Claims Courts (Delaware County Circuit Courts #4 and #5) allow every citizen to bring a lawsuit in an informal manner and do not require that a party hire an attorney. You may hire an attorney if you want; however, in most instances you will not be able to get the other party to pay your legal fees even if you win unless there is some written agreement or statutory provision making the other party liable for your attorney's fees.

The Small Claims Courts were created so that you would have a speedy, reasonably inexpensive, uncomplicated means of determination of your claim. It is for your benefit. It is your right. Do not be afraid to use it. The court's staff and the clerk's staff will assist you, but THEY CANNOT GIVE YOU LEGAL ADVICE.

The procedures are not complex. The Plaintiff must fill out a simple form stating why the Defendant owes him or her money or that the Defendant has property which should be returned to the Plaintiff. Each party will explain his or her side of the story. The Judge or court personnel may ask questions of each party to determine the complete facts of the case. The Judge will make a decision based on the facts and evidence presented by the parties and on the law as it applies.

This manual has been prepared to provide you with a general knowledge of the operation of Small Claims Courts. While the manual does not cover all areas of the law or procedure, it does deal with many of the problem areas experienced in this court and, hopefully, will aid you in preparing your case. Keep in mind that the procedures outlined in this manual may be subject to change by local court rule, practice or custom. If you have a question about a particular procedure, practice, or court policy, check with the clerk's office and/or the court. He or she <u>may</u> be able to assist you.

Please read the manual from cover to cover. Although the court staff and the Small Claims clerk CANNOT give you legal advice, they will try to answer any questions you might have after you have read this manual.

BEFORE YOU FILE

The Small Claims Court is not permitted to locate the Defendant for you, to prepare your case for you, or to make the Defendant pay you if the Defendant has no money and no job.

You should first ask yourself:

1. **Does the Defendant have the money to pay you?**
2. **Will the Defendant voluntarily pay you if you win?**
3. **Are you willing to spend additional time and effort to force the Defendant to pay the judgment and your filing fee?**

If your answer to one of the above questions is "no," you may not want to proceed with your claim. However, if you choose to proceed, you need to determine the following before preparing the necessary forms:

1. **Does the Small Claims Court have the authority (jurisdiction) to hear your case? (See page 3)**
2. **Is Delaware County the proper location (venue) for filing your claim? (See page 4)**
3. **Who are the parties in your case? (See page 5)**
4. **Is it too late under the Statute of Limitations to file your claim? (See page 6)**

If you could answer "yes" to Questions 1 and 2 and "no" to Question 4 then you may proceed in filing your small claims action in this county.

Small Claims Jurisdiction

1. **Personal Injury.**
2. **Damage to personal property or real estate.**
3. **Landlord and tenant disputes.**
4. **Money owed (bad checks, wages, services rendered, accounts receivable).**
5. **Return of wrongfully taken property and return of money paid for faulty work.**

By Indiana Law, small claims are currently limited to cases where the amount sought to be recovered is Ten Thousand dollars ($10,000) or less.

Corporations are currently limited to $6,000, see page 9 in this manual for details.
***If you hire an attorney, you probably will not be able to get attorney's fees as part of any judgment. Some exceptions do apply:**

1. **When a written agreement calls for the payment of attorney's fees**
2. **In the case of a bad check.**

VENUE (LOCATION) FOR FILING YOUR CLAIM

Small Claims Rules give you five options for filing your claim.

1. **Where the transaction or occurrence actually took place.**
2. **Where the obligation or debt was incurred.**
3. **Where the obligation is to be performed.**
4. **Where the Defendant resides, or**
5. **Where the Defendant is employed at the time the claim or suit is filed.**

Delaware County must meet one of the above requirements in order to be the proper county of venue. If several counties qualify under the requirements, then the Plaintiff can file suit in any one of the qualifying counties.

Parties to the Suit

The Plaintiff is the person or business which files the suit and asks the court to help collect an obligation or to grant some other relief from another person or business. The Plaintiff must be the person or business to whom the money is owed.

The Defendant is the person, business or entity which is being sued and who must defend against the charge of the Plaintiff. If more than one person is responsible, then all Defendants should be named in one suit.

Under Indiana Law, the Plaintiff may sue any corporation doing business in Indiana. If you intend to sue a corporation, YOU MUST serve the registered agent or an officer of the corporation as Defendant, then proceed as with any other claim. The Indiana Secretary of State, Business Services Division, State Office Building, 302 W. Washington Street, Indianapolis, Indiana 46204 (telephone 317-234-9768) will give you the name of a corporation's registered agent and officers.

STATUTE OF LIMITATIONS (DEADLINES)

Before filing your case, be sure that the Statute of Limitations (time limit) has not expired. You cannot file your case after the time limit has expired. Generally the time limit begins for a contract case when the contract is broken and for a personal injury or property damage case when the injury or damage occurs. Some of the most common Statutes of Limitations are listed:

1. **Two Years**
   - **A. Personal injury (that is, injury to a person as opposed to damage to property).**
   - **B. Damage to personal property.**
2. **Four Years—Contract for the sale of goods (whether written or oral).**
3. **Six Years**
   - **A. Accounts.**
   - **B. Contracts not in writing (other than a contract for sale of goods).**
   - **C. Rents and use of real estate (landlord-tenant disputes)**
   - **D. Damage to real estate.**
   - **E. Recovery of personal property.**
   - **F. Promissory notes and/or contracts for the payment of money.**
4. **Ten Years--Written contracts other than for the payment of money.**

If you are not sure whether the statute of limitations has expired or whether it falls under one of these categories, you should consult with an attorney.

SMALL CLAIMS PROCEDURE

FILING A SMALL CLAIMS CASE:

1. **You must fill out a Small Claims Packet and clearly stating in writing the nature and amount of your claim against the Defendant. You will have an opportunity to explain more fully in court. Notice of Claim forms are available in the Self Help Legal Center (SHLC) located in the lobby of the Justice Center, without charge, and on the Clerk's Office and Courts' websites.**

2. **If your suit is based upon a written contract or account, you must provide to the clerk of the court one (1) copy of the contract or account statement for the court record. This includes written leases in landlord-tenant disputes.**

3. **You must provide the correct name, address and telephone number of the Defendant on the paperwork. Be sure the named Defendant is the real party of interest. For example, in an automobile accident, you should sue the driver of the other vehicle, not the insurance company.**

4. **You must pay the ninety-seven dollar ($97.00) filing fee ($10.00 for each additional defendant) and $28.00 processing fee for personal service. There is no waiver of filing fee in a small claims case. If you win your suit, generally the Defendant will be ordered to repay this money to you. You will not be repaid if you lose.**

***If you have questions about the small claim's procedure or any other matter relating to your case, there are attorneys in the SHLC that will assist with the paperwork or with procedural questions. There is a schedule posted in the SHLC of when attorneys will be available. If you need legal advice you must talk to an attorney. NEITHER THE JUDGE NOR THE CLERK CAN HELP YOU WITH LEGAL ADVICE.**

COUNTERCLAIMS

1. **If you are the Defendant and have received notice that you have been sued in Small Claims Court and you believe that you also have a claim against the Plaintiff, you may file a counterclaim against the Plaintiff.**

2. **You must file your counterclaim with the court so that the court will be able to mail a copy to the Plaintiff in time for the Plaintiff to receive it at least seven days before the trial. If the Plaintiff does not receive the copy of the counterclaim within that time the Plaintiff may request a continuance (postponement) of the trial date to allow time to prepare to defend against your counterclaim.**

3. **The court may only hear counterclaims of $10,000 or less. You may give up the amount of your counterclaim over $10,000 to bring yourself within the jurisdiction of the Small Claims Court. <u>If you do this, you may not sue for it later.</u> If you do not want to give up the excess amount, then you can pay additional fees and petition the court to transfer the case to a plenary docket. If this occurs, you and the other party should then hire an attorney to represent you.**

4. **If a counterclaim is filed by the Defendant, the court will hear the Plaintiff's complaint and the Defendant's counterclaim at the same time.**

JURY TRIAL

1. **When the Plaintiff files a case in Small Claims Court, the Plaintiff gives up the right to a jury trial, the Defendant may demand a jury trial by filing an affidavit no later than 10 days after being served with the Notice of Claim. The affidavit must state that there is a question of fact in the case which requires a jury trial, must explain this fact, and must state that the request for a jury trial is made in good faith. Within 10 days after the request has been granted, the Defendant must pay a $70 fee at the Clerks' Office or give up the right to a jury trial.**

2. **If the Defendant properly requests a trial by jury, the case will lose its status as a small claim and will be transferred to the court's plenary docket. The plenary docket requires a much more formalized procedure. At this point, all of the formal rules of evidence and procedure will apply to the trial of the case and each party should consult or retain an attorney for assistance in the case.**

SETTLEMENT

1. **If the Plaintiff and the Defendant are able to reach a settlement of the dispute before the trial, the parties shall write down their agreement, sign the agreement, and file it with the clerk of the court. The court will then approve the settlement and enter the agreement as the judgment in the case. The court encourages settlement efforts between the Plaintiff and Defendant.**

2. **The court cannot and will not receive personal property in settlement or judgment without prior approval from the Judge. Do not request that the court receive personal property for you in connection with a settlement or judgment.**

CONTINUANCES

Continuances (postponements) will only be granted if good cause is shown. Except in unusual circumstances, no party shall be allowed more than one continuance in any case,

and each continuance must be specifically approved by the Judge. Parties should appear at all hearings or trials unless specifically told by the Judge's staff that the matter has been continued.

CHANGE OF JUDGE

You may request a change of Judge, but strict time limits apply. A party seeking a change of Judge must file that written request with the court within thirty (30) days after the suit is filed (Trial Rule 76) or earlier if the trial is set within thirty (30) days after filing suit.

REPRESENTATION AT THE TRIAL--ATTORNEYS

1. **Individuals--Small Claims Rules allow individuals to appear at trial and represent themselves without hiring an attorney. Individuals are allowed, however, to hire an attorney and have the attorney represent them at trial. A person who has power of attorney for another person may not represent that person in court. Individuals may sue up to $10,000 in Small Claims court.**

2. **Corporations--As a general rule, a corporation must appear by counsel. Small Claims Rule 8 provides an exception for certain claims. If the claim is $6,000 or less, a corporation may be represented by a full-time employee who is not an attorney, and then only if the corporation has on file with the court a certificate of compliance designating the employee to represent it in court.**

3. **Unincorporated Business--You must be represented by the owner or attorney if the claim exceeds $6,000. If a claim is $6,000 or less, the unincorporated business may be represented by a full-time employee who is not an attorney, and then only if the business has on file with the court a certificate of compliance designating the employee to represent it in court.**

*** The designated full-time employee must also file an affidavit stating that he or she is not disbarred or suspended from the practice of law in Indiana or any other jurisdiction. Forms for the certificate of compliance and affidavit are available in the Clerk's Filing Office at the Justice Center.**

4. **Assigned Claims (collection agencies) must have an attorney regardless of the amount of the claim.**

TRIAL PROCEDURE

PREPARING FOR TRIAL

1. **The burden is on you to prepare for your claim or counterclaim before trial and to bring to trial any evidence which will help you prove your case. You will not have to bring your witnesses on the first trial date because the first trial date is used merely as a date to find out if the Defendant is going to dispute your claim. If a formal trial is needed, the parties should try and get all witnesses to attend. If a witness does not want to appear and testify voluntarily, a party may file a subpoena (found in the Self Help Legal Center or on the Clerk's or Courts' websites) with the clerk ordering the witness to appear at the trial. Requests for subpoenas should be made as soon as possible.**

2. **All written documents and agreements must be brought to trial if not already filed with the court clerk. For example, you should bring the original contract, a copy of the rental lease, damaged goods if possible, repair bills, doctor bills, receipts, photographs of damaged property, and copies of ledgers. These exhibits become a part of the court's trial record and cannot be returned, so if for any reason you must keep the original documents, please bring photo copies also. Remember the court knows nothing about your case and must make the decision solely on the basis of the evidence presented at trial. *Attendance of witnesses and the presence of exhibits at the trial are the sole responsibility of each of the parties.***

BURDEN OF PROOF

1. **If you are the party trying to recover damages, as the Plaintiff on a claim or as a Defendant on a counterclaim, you have the burden of proving your case by a preponderance of the evidence. In other words, your evidence has to be more convincing than that of the other party. If the evidence submitted by your opponent is equally convincing, you will lose your claim.**

2. **Your evidence must prove two things before the court will give you a judgment for damages:**

   a. **Liability—You must prove to the court, by your evidence, that the other party has done something that makes him or her responsible to you for damages.**

   b. **Damages—You must then prove the actual amount of damages (money) that you are entitled to recover. The Judge may not speculate or guess about the amount of the damages.**

In property damages cases, the amount of damages is usually the difference between the value of the property before the accident and the value of the property after the accident. Repair estimates are one way of proving that amount, unless the cost of repair exceeds the value of the property before the accident.

3. **If at the time of trial you feel that more damages have occurred between the date you filed your Notice of Claim and the date set for trial, such as rent due, newly discovered damage to property, interest on account, etc., you may ask the court, before the trial, to allow you to amend (change) your Notice of Claim to include new damages.**

PLAINTIFF FAILS TO APPEAR

1. **If the Plaintiff fails to appear for trial, the Small Claims Rules provide that the court may dismiss the action/claim <u>without</u> prejudice. If the claim is dismissed <u>without</u> prejudice, the Plaintiff can re-file the claim by paying another filing fee. If a Plaintiff fails to appear a second time for trial, the Small Claims Rules provide that the court may dismiss the claim <u>with</u> prejudice. A dismissal <u>with</u> prejudice will prevent the Plaintiff from attempting further action in the case.**

2. **If the Plaintiff fails to appear at trial and the Defendant appears and has filed a counterclaim, the judge may enter a default judgment against the Plaintiff based on the Defendant's counterclaim.**

JUDGES DECISION (JUDGMENT)

1. **If both parties appear for the trial and a judgment is necessary, the court may immediately enter judgment or take the matter under advisement and later issue a written judgment to the parties.**

2. **DEFAULT JUDGMENT -- If at the trial the Plaintiff shows up and the Defendant does not, the Plaintiff can ask for a default judgment against the Defendant for the amount stated in the original claim. For the judge to grant a default judgment, the Plaintiff must prove the following:**

   a. **That the Defendant received service (notice) and had enough time to respond to the claim.**
   b. **That to the best of the Plaintiff's knowledge the Defendant has no legal, physical, or mental disabilities restricting him or her from understanding the nature of the proceedings.**

c. **That the Plaintiff has a valid claim and should recover that loss from the Defendant.**

*** With any judgment, the court will generally order the losing party to pay the court costs (filing fees) of the party who wins a monetary judgment. The losing party is also responsible for any interest accrued since the date of judgment. Interest on a judgment is set by law at 8% per annum. When partial payments are made toward a judgment, they are first applied to any accrued interest and then to the judgment amount.**

VACATING A DEFAULT JUDGMENT

1. **The party against whom a default judgment has been entered may file a written request with the court to have the default judgment vacated or set aside. Such a request must be filed with the court within one year of the date the judgment was entered. If the request is properly filed, the judge will hold a hearing where the parties must appear. The party requesting the judgment be overturned must show "good cause" for vacating the default judgment. If the judge vacates the judgment, the case will be reset for a new trial on the original claim.**

2. **If the one year period has expired, the party seeking to set aside judgment must file an action to reverse the original judgment by following the guidelines of Trial Rule 60(B) of the Indiana Rules of Trial Procedure. This would be best accomplished with the help of an attorney. There are no standard forms available in the Self Help Legal Center or the Clerk's and Courts' websites for this procedure.**

APPEAL

If one or both parties are not satisfied with the court's decision and judgment, an appeal of the decision may be taken to the Indiana Court of Appeals. To qualify for an appeal, the appealing party must take certain action within thirty (30) days of the Small Claims Court judgment. Because of the complicated and strict rules for appeals, the party seeking an appeal should consult with an attorney as soon as possible after the judgment. However, the link for the appellate court clerk's office is www.in.gov/judiciary/cofc where you can find some information regarding appeals.

COLLECTION OF A SMALL CLAIMS JUDGMENT

1. **If you are the winning party, the judgment entered by the court is a legal determination that another person owes you a certain sum of money, and court costs. The court may order the judgment to be paid in full or in specified installments. *COLLECTING THE JUDGMENT IS YOUR RESPONSIBILITY.* Your judgment may be valid for twenty (20) years. The length of time it will take to collect will depend upon both your diligence and the debtor's ability to pay. If payments are made to the clerk's office, *NEITHER THAT OFFICE NOR THE COURT WILL MONITOR PAYMENTS, BUT YOU MAY CALL* the clerk's office to ask about payments.**

2. **Your judgment will also become a judgment lien on any real property owned by the debtor in this county now or in the future. For your judgment to be a lien on real property in another county in this state, a certified copy of the judgment must be recorded in that county. The judgment lien has a life of ten (10) years.**

3. **There are legal remedies available to help the Creditor (the party to whom the money is owed) enforce the judgment. Pursuing these options and the Debtor, however, is your responsibility.**

4. **The first step is filing a Proceedings Supplemental. Proceeding Supplemental forms are available at the Justice Center in the Self Help Legal Center and on the County Clerk's and Courts' websites. When a Proceedings Supplemental is filed, the debtor is ordered to appear in court and answer questions under oath about his or her ability to pay based upon income, assets, liabilities, family size, etc. If you know that the debtor has a job and know the address of his or her employer, you may ask the clerk to issue Interrogatories to the employer when you file the Proceeding Supplemental. The court can determine from the answers to the Interrogatories whether the debtor has wages which can be garnished. At the hearing the Judge <u>may</u> order any of the following:**

    a. **The Defendant to pay the judgment in full or in installments (the installments may be modified at any time in the future);**
    b. **The Defendant to supply the court with current information regarding employment status and address;**
    c. **The Defendant to reappear sometime in the future to provide additional information;**
    d. **A garnishment of the debtor's earnings (if the Interrogatories have been returned);**
    e. **And execution against the debtor's personal property.**

5. **If at any time in the future the debtor fails to follow a court order or if you have reason**

to believe that the debtor's ability to pay has improved, you may ask that the debtor be ordered to come back to court. This can be done throughout the lifetime of the judgment.

6. **If the debtor is served with notice of a hearing and does not attend the hearing, at the winning party's request, the court <u>may</u> issue a body attachment and have the debtor arrested and held in jail until another date for the hearing can be scheduled.**

7. **If the debtor cannot be found to be served with the order to appear, the winning party can request that the hearing be continued for a period of time to allow more time to find the debtor and to serve him or her with notice of the hearing.**

8. **Garnishment--The law limits the amount of garnishments and regulates the kinds of income that can be garnished. Only one garnishment can be applied at one time; it is important to "get in line" because garnishment orders are paid in the order that they are received by the employer. If the debtor changes jobs, you will have to locate the new employer and re-file the Interrogatories. If the Interrogatories comes back from the new employer the court will allow you to re-file your garnishment order.**

9. **Execution Against Personal Property--The personal property of the debtor can be attached and sold at execution. This means of collection is strictly controlled by statute and subject to many exceptions. For that reason it is advisable that you consult with an attorney if you think execution against personal property might be worthwhile.**

10. **If the Debtor Dies--To collect the judgment if the debtor dies before the judgment is paid, you must file a claim against the deceased's estate.**

11. **If the Debtor Files Bankruptcy--If it is shown to the court that the debtor has filed bankruptcy and your judgment is listed in the bankruptcy petition, the court is required by Federal law to stop collection proceedings. In that case, your only remedy is in Bankruptcy Court.**

***When the judgment has been collected in full, the Plaintiff <u>must</u> file a Release of Judgment form along with an Order. These forms are available in the Self Help Legal Center and on the County Clerk's and Courts' websites. The Plaintiff must also supply valid identification along with those forms.**

WHAT ALL LANDLORDS AND TENANTS SHOULD KNOW

1. **The landlord and tenant should carefully check references, credit histories, and prior landlords or tenants before entering into any lease agreement. All leases, notices, requests for repairs, communications between landlord and tenant, rent payment, and rent receipts should be in writing (although they may not be required to be in writing) to prevent disputes that the court must settle.**

2. **Oral lease agreements are enforceable, but there are fewer disputes about the terms of the lease when it is written and when all parties have read it carefully before signing.**

3. **Unless the lease terms provide otherwise, the general rule is that a month-to-month lease, written or oral, requires advance notice of at least 30 days for termination by either party. There are certain statutory prescribed circumstances (IC 32-7-1-7) where advance notice or notice to quit is not necessary. However, actual eviction with the sheriff's participation <u>does require</u> a court order. The better practice is to give advance notice in case of doubt, and/or consult an attorney if you are not sure whether advance notice is required in the particular situation.**

4. **Generally, if a landlord has accepted late rent payment in the past, the landlord must give the tenant reasonable notice, preferably in writing, that in the future late payments will no longer be accepted and will be considered a breach.**

5. **<u>Reasonable</u> charges for late rent payments may be assessed by the landlord but *ONLY* if agreed to in advance.**

6. **Landlords are entitled to come on the property or enter the premises at reasonable times and with reasonable notice to make repairs and inspections; they are entitled to immediate access to make emergency repairs and inspections. Otherwise, the tenant is entitled to peaceful enjoyment; and if the landlord wrongfully violates this peaceful enjoyment, the landlord may be in violation of the lease.**

7. **As a general rule a landlord has no duty to make repairs to leased premises unless the landlord agrees to do so in the terms of the lease. Tenants must inform the landlord promptly and, if possible, in writing when essential repairs or those agreed upon are needed. If the landlord fails to make agreed repairs within a reasonable time after notice, the tenant may have them completed and deduct the cost from rent *BUT ONLY FOR ESSENTIAL REPAIRS THAT THE LANDLORD HAS AGREED TO MAKE, AND ONLY IF A PRIOR REQUEST HAS BEEN MADE.***

8. **The landlord may recover a judgment only for damages in excess of normal wear and tear. The tenant is expected to leave the premises in the same condition as when he or she took possession, ordinary wear and tear excluded. The landlord may claim damages for the cost of cleaning to return the premises to that condition.**

9. **The measure of damages to personal property and fixtures is the difference between the fair market value before and after the damage; estimates of the cost of repairs and actual proof of actual costs of repairs are admissible at trial to prove damages.**

10. **There are far fewer disputes about damages if the landlord and the tenants go through the premises together either BEFORE OR IMMEDIATELY AFTER the tenants move in and list in writing all damages evident at that time. When the tenants are moving out, the parties should go through the premises again and agree about what, if any, damages are the fault of the present tenants.**

11. **Photographs of the premises before and after of the damages claimed are very helpful if the dispute goes to trial.**

12. **The landlord may not keep any portion of a damage or security deposit unless there is back rent due or damages to the premises. For rental agreements entered into after June 30, 1989, the landlord must, within forty-five (45) days of receiving from the tenant a written forwarding address, either refund in full any security or damage deposit or deliver to the tenant an itemized, written statement showing why all or part of the deposit is being kept by the landlord.**

13. **Landlords should keep complete records of all rent payments received, security deposits paid, etc. Tenants also should keep complete records and demand rent receipts and should keep those receipts and all canceled rent checks.**

14. **All keys should be returned to the landlord as soon as the premises have been vacated. Additional rent <u>may</u> be allowed until the keys are returned or until the locks have been changed, in which case the cost of the new locks may be deducted from the security deposit.**

15. **Generally, utility shut offs by the landlord are permitted only when the lease has been breached by the tenant and the utilities are in the landlord's name; lockouts are not permitted if the tenant is not in breach of the lease and illegal lockouts or utility shut offs could result in a judgment for punitive damages against the landlord.**

16. **The landlord may not hold the tenant's personal property as security for unpaid rent, UNLESS the court rules that the property is abandoned or the court orders the landlord to attach the property, in which case the landlord may dispose of the property and apply its value against any judgment the landlord has against the tenant. Illegal**

conversion of another's property may be a crime and in a civil suit, could result in punitive damages. If a landlord is awarded possession of the dwelling or property in a court action, the landlord may seek a court order allowing the landlord to remove and deliver the tenant's personal property to a warehouse for storage. In such event, the warehouse has a lien or claim against the property for expenses. The tenant is responsible for the expenses associated with the storage of the property.

17. **Landlords are required to <u>mitigate</u> any damages. For example, if the tenant has left the premises before the lease was up, the landlord must make every reasonable effort to re-rent the premises and thereby reduce the rent due from the tenant for the remainder of the lease term.**

GLOSSARY

AGREED JUDGMENT--A written agreement by the parties settling a dispute, subject to the Judge's approval.

AFFIDAVIT--A written statement made upon affirmation that the statement is true under the penalty of perjury or under oath before a notary public or other person authorized to administer oaths.

BODY ATTACHMENT--An order of arrest issued by a judge when a party does not appear at a rule to show cause hearing.

CONTEMPT--An act or a failure to act that tends to obstruct or interfere with the operation of the court.

CONTINUANCE--Postponement of a hearing or trial to a later date.

COUNTERCLAIM--A written demand filed by a defendant against a plaintiff for money or possession of property.

DAMAGES--A sum awarded by the court as compensation for loss or injury.

DEFAULT JUDGMENT--Decision for the plaintiff when the defendant fails to appear in court.

DEFENDANT--The person being sued.

DISCOVERY--A request for disclosure of information held by the adverse party.

DISMISSAL--The removal of a claim from the court prior to a trial.

EVICTION--The legal process of removing someone from real property.

GARNISHEE DEFENDANT--A third party served with a written notice to apply property to a judgment.

GARNISHMENT--A request that property (cash or other items of value) controlled by a third person be used to pay judgment.

IMMEDIATE POSSESSION--A procedure for expedited return of real property or personal property.

INJURY--Any wrong or damage done to another, either to a person, his or her rights or property.

INTERROGATORIES--Written questions (usually directed to an employer concerning employment status and number of outstanding garnishments).

JUDGMENT--The decision of the court.

JURISDICTION--The authority of the court to hear and decide cases.

NOTICE OF CLAIM--Written statement of a claim against the defendant that serves as a notice that the lawsuit has been filed and that the party is ordered to appear in court.

OPEN ACCOUNT--A running billing for goods or services rendered under a pre-existing agreement between parties.

PARTY--Any person suing or being sued.

PERSONAL PROPERTY--Movable items or things that have value and are owned.

PLAINTIFF--The person suing.

POST-JUDGMENT INTEREST--Compensation for loss of the use of money from the day of judgment to the time the judgment is collected.

PRE-JUDGMENT INTEREST--Compensation for loss of the use of money between the time the money was due and the day a judgment was entered.

PROCEEDING SUPPLEMENTAL--A written filing asking the court to take steps to collect a judgment.

REAL PROPERTY--Ownership, rights or interests to land and items such as buildings that are affixed to the land.

RELEASE OF JUDGMENT--An entry on the court's records showing the judgment has been paid in full.

RULE TO SHOW CAUSE (CITATION)--A written request asking the court to hold an adverse party in contempt for not following a court order.

STATUTE OF LIMITATIONS--A time limit for filing a case.

SUBPOENA--A court order requiring the appearance of a witness at a hearing or trial.

THIRD PARTY--Someone other than the plaintiff or defendant.

THIRD-PARTY NOTICE OF CLAIM--A written claim allowed when a third party has a financial claim or obligation that relates to the lawsuit between the plaintiff and defendant.

VACATE--Making a judgment or court order ineffective.

VENUE--The county where the case must be filed.