APPROVED **[2024] IEHC 680**

THE HIGH COURT

Record No: 2015/83 SP

Between:

PERMANENT TSB PLC FORMERLY IRISH LIFE AND PERMANENT PLC and START MORTGAGES DESIGNATED ACTIVITY COMPANY

Plaintiffs

-AND-

BRIAN DONOHOE

Defendant

JUDGMENT of Mr Justice Rory Mulcahy delivered on 3 December 2024

Introduction

1. This judgment concerns the consequential orders arising from my judgment ("**the Judgment**") delivered on 26 July 2024 on the plaintiff's application for possession of two properties pursuant to section 62(7) of the Registration of Title Act 1964, as amended.

2. The plaintiffs' proceedings commenced by special summons and were heard on affidavit. The defendant identified a variety of purported defences to the plaintiffs' claim in the very many affidavits he filed in response to the special summons. For the reasons set out in that judgment, I concluded that some of those purported defences were not arguable, but that others required to be adjourned to plenary hearing for their proper resolution. I invited the parties to engage as to the appropriate form of order.

3. The parties disagree as to the form of order. The plaintiffs' position is that any plenary hearing should be confined to those issues in relation to which I expressly concluded a plenary hearing was required. It proposes that the form of order specify the sole grounds upon which the defendant has been given leave to defend in a plenary hearing. The defendant, by contrast, proposes a form of order which specifies those matters on which he has *not* been granted leave to defend but also provides that he be given leave to defend on "*all other matters in respect of the Defendants pleaded Defence, some of which have not yet been considered by the Court*". In the alternative, he proposes that he be given leave to defend on a long list (46) of specified grounds, some of which he describes as "*issues which require further consideration and or to be determined*", others as "*issues not yet considered or to be determined by the Court and or which require further discovery*." It should be noted that there is no significant disagreement between the parties on the scope of defences in respect of which I concluded should be adjourned to plenary hearing, or those which I have concluded do not meet the threshold of arguability. In those circumstances, the disagreement regarding the order seems to be an example *par excellence* of a dispute about form rather than substance.

4. In addition to the plaintiffs' claim, as noted in the judgment (at paragraph 9), the defendant had two motions before the court in which he sought to strike out the plaintiffs' claim on grounds mirroring his asserted defences to the plaintiffs' claim and, accordingly, those motions did not need to be considered separately. The plaintiffs contend that the court's order should reflect that the reliefs sought in the motions have been refused, whereas the defendant contends that some of the reliefs sought in the motion dated 3 May 2018 should also be expressly adjourned to plenary hearing.

5. Since delivery of the Judgment, the defendant has issued a further motion, returnable to 2 December 2024. That motion is not the subject of this judgment, but it overlaps significantly with the issues which require to be addressed in finalising the court's order arising from the Judgment. In the motion, the defendant seeks security for costs, the costs of the proceedings the subject of the judgment, orders in relation to the form of order arising from the Judgment, including clarification of the Judgment, declarations that one of the second plaintiffs' deponents has committed crimes contrary to section 119 of the Registration of Title Act 1964 because of allegedly false statements made on affidavit, and declarations in relation to allegations of maintenance and champerty.

6. In light of that motion, the plaintiffs seek an order staying these proceedings pending the determination of their intended appeal against the Judgment, or any appeal by the defendant.

7. This judgment, therefore, will address the following matters:

i. The appropriate form of order;

ii. The defendant's motion dated 3 May 2018;

iii. The costs of the summary application for possession;

iv. A stay on the proceedings pending appeal.

Form of order

8. The plaintiffs argue that, when adjourning a summary application to plenary hearing, the court is required to specify the grounds on which leave to defend has being granted and that any plenary hearing should therefore be confined to those grounds. In support of that contention, the plaintiffs rely on the decision of the Court of Appeal (Peart J) in *ACC Loan Management Ltd v Sheehan* [2016] IECA 343. In that case, the defendant had raised two matters by way of defence to a summary summons claim. The High Court concluded that the defendant hadn't established an arguable defence on the grounds of alleged undue influence but that he did have an arguable defence in relation to the independence of legal advice given to him. It thus refused the plaintiff liberty to enter final judgment and adjourned the case to plenary hearing. The court's order gave directions regarding the delivery of pleadings but did not specify that any defence should be confined to the issue of independent legal advice.

9. The Court of Appeal dismissed the plaintiff's appeal. However, it did vary the order made by the High Court:

> "*35. However, I would vary the order made in the High Court, if necessary, so as to clarify that the defendant's defence is confined to the defence found to be arguable by the trial judge, thus making it clear that the defence of undue influence is not in the case. The Court was informed that a statement of claim and a defence which did not*

include undue influence had already been delivered so it may not be necessary to amend the High Court order. The Court will hear the parties on this question.

36. However it is important to emphasise that on a motion for summary judgment, and where not all of the issues raised by way of defence on affidavit meet the required threshold, that the order adjourning the case to plenary hearing should clearly identify the issue(s) found to be arguable and limit the defence to be delivered to those issues which have been found to pass the threshold, as was done by Finlay Geoghegan J. in Bussolino Ltd v. Kelly [2011] IEHC 220, and by this Court in NAMA v. Kelleher [2015] IECA."

10. The plaintiffs contend that the *dicta* of Peart J are applicable to all summary applications, whether commenced by summary or special summons, and that this court is, accordingly, required to confine the defendant's defence to those defences required to be adjourned to a plenary hearing for resolution.

11. The plaintiffs are correct that the rules governing the scope of the court's discretion in dealing with a summary application are expressed in almost identical terms in Order 37, dealing with proceedings commenced by summary summons, and Order 38, relating to proceedings commenced by special summons.

12. Order 37, rule 7 of the Rules of the Superior Courts ("**the Rules**") provides as follows:

7. Upon the hearing of any such motion by the Court, the Court may give judgment for the relief to which the plaintiff may appear to be entitled or may dismiss the action or may adjourn the case for plenary hearing as if the proceedings had been originated by plenary summons, with such directions as to pleadings or discovery or settlement of issues or otherwise as may be appropriate, and generally may make such order for determination of the questions in issue in the action as may seem just.

13. The "motion" referred to in rule 7 is a motion for liberty to enter final judgment, which is the mechanism for setting down any summary summons to which an appearance has been entered before the courts. No such procedure is necessary for a special summons. Therefore, Order 38, rule 9 of the Rules provides:

9. On the hearing of any special summons, the Master, in a case within his jurisdiction, or the Court, as the case may be, may give judgment for the relief to which the plaintiff may appear to be entitled or may dismiss the action or matter or may adjourn the case for plenary hearing as if the proceedings had been originated by plenary summons with such directions as to pleadings or discovery or settlement of issues or otherwise as may be appropriate, and generally may make such order for determination of the questions in issue in the action or matter as may seem just.

14. Both provisions are expressed in expansive terms and, on their face, appear to afford the court considerable discretion to dictate the terms on which a plenary hearing should be conducted. The plaintiffs argue, however, that the court's discretion is constrained in the manner suggested by Peart J in *Sheehan*. In substance, they say, the provisions in Order 37, rule 7 and Order 38, rule 9 are identical and, therefore, the court's discretion under the latter provision should be constrained in the same way as was the court's discretion in *Sheehan*.

15. There are, however, important differences in the rules which govern special summons applications from those which govern proceedings commenced by summary summons and, in particular, motions seeking leave to enter final judgment. Order 37, rule 3 of the Rules has no analogue in Order 38. Order 37, rule 3 provides:

3. The defendant may show cause against such motion by affidavit, or (except in actions for the recovery of land other than for non-payment of rent), by offering to bring into Court the sum indorsed on the summons. Such affidavit shall state whether the defence alleged goes to the whole or to part only, and (if so) to what part, of the plaintiff's claim. The Court may order the defendant, or, in the case of a corporation, any officer thereof, to attend and be examined upon oath, or to produce any leases, deeds, books or documents, or copies of or extracts from any of them.

16. Nor is there any equivalent in Order 38 to Order 37, rule 10 which provides as follows:

10. Leave to defend may be given unconditionally or subject to such terms as to give security, or time and mode of trial, or otherwise as the Court may think fit.

17. Accordingly, there is an express obligation on a defendant when contesting a motion for leave to enter final judgment to set out any defence alleged on affidavit and, indeed,

whether that defence is a defence to the whole or part of the claim. There is a considerable body of case law regarding the threshold that a defendant must meet in order to establish an arguable defence on the hearing of such a motion. In the absence of an express obligation to set out any alleged defence on affidavit in special summons proceedings, it does not follow, in my view, that the court's discretion under Order 38, rule 9 is as constrained as the plaintiffs suggest.

18. More importantly, I think that the plaintiffs have over-interpreted the decision in *Sheehan* as laying down a strict rule regarding the terms on which summary summons proceedings should be adjourned to plenary hearing. In *National Asset Management Limited v Kelleher* [2016] IECA 118, another judgment of the Court of Appeal, delivered earlier the same year as *Sheehan*, the court heard an appeal against an order which had adjourned an application for liberty to enter final judgment to plenary hearing, but on condition that the defendant would only have leave to defend on the ground which the court had determined met the threshold of being an arguable defence. The defendant appealed on the ground, *inter alia*, that the court did not have jurisdiction to impose such a condition. In her decision on that issue, Finlay Geoghegan J considered in detail the scope of the court's jurisdiction. She referred to Order 37, rules 1, 3, 7 and 10 and stated:

> "*23. Rule 8 makes express provision for the granting of judgment for part of a claim and permitting a defendant to defend only as to the residue of the plaintiff's claim. Rule 9 expressly permits judgment to be given against one defendant only and to remit a claim against other defendants who set up a good defence. Notwithstanding that rules 8 and 9 make express provision for those two situations it appears to me that the general jurisdiction given to the Court to give directions under rule 7 and under rule 10 to grant leave to defend "subject to such terms as to . . . or otherwise as the court may think fit" gives the Court discretion to grant leave to defend subject to terms which provide for a fair and efficient hearing for all parties of the issues in dispute having regard to the claim in the summary summons and any bona fide defence raised by the affidavits. Such an approach is in the interests of the good and fair administration of justice. Where a defendant in the affidavit sworn pursuant to O. 37, r. 3, purports to "show cause" in the sense to indicating the availability of two or more arguable or bona fide defences and upon the hearing of the motion the Court decides that only one defence is arguable or bona fide, then it is consistent with Order 37 and the filter procedure envisaged for*

claims permitted to be commenced by summary summons and the fair, efficient and cost effective administration of justice that the Court may impose terms restricting the defence to that which meets the bona fide or arguable threshold. They are the issues which have been determined to be in dispute in the proceedings and which require a plenary hearing. To conclude otherwise would undermine the balance sought to be achieved by the procedure of Order 37.

24. Accordingly, in my view the trial judge herein was entitled on adjourning the plaintiff's claim to plenary hearing to impose a term as a condition of the leave to defend, that the defendant might only plead the defence which he decided met the bona fide threshold."

19. Notably, Peart J, who also delivered the decision in *Sheehan* on which the plaintiffs rely, delivered a concurring judgment in *Kelleher* in which he echoed the views of Finlay Geoghegan J that a court *may* impose conditions confining the grounds on which leave to defend is given:

"*27. However, as was made clear by Finlay Geoghegan J. in Bussoleno Ltd v. Kelly [2012] 1 ILRM 81, where the defendant raises in his affidavits a number of different issues by way of defence to the plaintiff's claim, the Court may decide that not all the issues raised are sufficiently substantiated by evidence or arguable in order to pass the test, and in such circumstances the Court may limit the defence of the claim to a specific issue or issues, as indeed happened in the present case where Fullam J. directed a plenary hearing but confined to the single issue of estoppel.*"

20. Even in summary summons proceedings, therefore, where express provision is made requiring that a defendant set out their defence on affidavit and where the court is expressly permitted to grant "*leave to defend*" on such terms as the court may think fit, the court retains discretion as to whether to limit the grounds which a defendant may be permitted to advance. It makes entire sense that, in a case such as *Sheehan*, where two defences are raised and one is rejected as not being arguable, that the court should expressly confine leave to defend to the defence which has met the required threshold. However, that does not equate to an obligation to do so in all cases commenced by summary summons, still less an obligation to do so in the materially different context of an application commenced by special summons.

21. However, the requirement for the fair, efficient and cost-effective administration of justice identified by Finlay Geoghegan J in *Kelleher* applies to proceedings commenced by special summons as it does to all cases. These particular proceedings commenced in 2015 and have now been the subject of three separate written decisions of the High Court and one appeal to the Court of Appeal. The defendant had, by the conclusion of the hearing of the plaintiffs' application, delivered thirteen lengthy affidavits and voluminous legal submissions. The hearing of this matter took the best part of four days.

22. The defendant, though representing himself, has had every opportunity to set out any defence he wished to. He has done so very capably. It would be absurd to suggest that, in a plenary hearing, he should be permitted to raise again those matters which he has already comprehensively advanced but which have been rejected. In fairness to the defendant, he does not seek to do so. Nor, as I understand his position, does he seek to advance entirely new matters by way of defence. In my view, he should not be permitted to raise in any plenary hearing, by way of defence, matters not previously advanced, at least not without further leave of the court.

23. In the interests of clarity, therefore, in this particular case, I think that it *is* appropriate to set out the particular issues which he will be entitled to rely on in the defence which he will be required to deliver. It seems to me that these should be framed in sufficiently broad terms that they encompass all the arguments raised by reference to those issues, save where those arguments have been expressly rejected.

24. The draft order provided by the plaintiffs set out eight grounds on which they suggest the defendant should be given leave to defend. In his submissions and draft orders, the defendant asserts that, in addition to the grounds identified by the plaintiffs in their draft, there are other grounds identified in the Judgment giving rise to an arguable defence, as well as other grounds not expressly addressed or considered in the Judgment. For the most part, the additional grounds identified by the defendant are simply aspects of the grounds identified by the plaintiffs and any apparent disagreement can be resolved by ensuring that the grounds, as framed in the order, are not expressed or understood in unduly narrow terms.

25. By way of example, the plaintiffs correctly identify one of the grounds which requires to be addressed in plenary hearing to be the "*sale of the Defendant's loan from the First*

Named Defendant to the Second Named Plaintiff or whether it has been sold to LSF X1 Glas Investments Designated Activity Company". This issue is said to be identified by reference to paragraph 94 of the Judgment.

26. Paragraph 94 is the concluding paragraph in a section of the Judgment entitled Loan Sale, dealing with the defendant's arguments regarding the purported sale of the loan from the first to the second plaintiff. Three of the grounds "*requiring further consideration*" suggested by the defendant relate to that purported loan sale, including complaints regarding the contents of the second plaintiff's affidavits. In addition, the first seven of the matters which the defendant says have not been considered or determined relate to the evidence relied on by the second plaintiff in relation to that loan sale.

27. It is clear from the Judgment that my conclusion was that the issues raised by the defendant in relation to the loan sale required to be dealt with by cross-examination and, therefore, in a plenary hearing. Once the order makes clear that the defendant is entitled to defend the plaintiffs' claim on the basis that there was no effective loan sale from the first to the second plaintiff, the complaints in relation to that purported sale, including his complaints about the second plaintiff's evidence, can be addressed. The decision to adjourn the case to plenary hearing necessarily involved a decision *not* to dismiss the case on the grounds advanced by the defendant. Fairness dictates that both parties have an opportunity to address these issues at a plenary hearing.

28. Having reviewed in detail the grounds which the defendant says require further consideration, it is clear that all thirteen of them are incorporated within the eight issues identified by the plaintiffs in their draft.

29. In relation to the 33 matters which he contends were not yet considered, as noted above, the first seven relate to the loan sale to the second plaintiff. Some of the grounds relate to earlier loan sale to Fastnet 7 and the first plaintiff's buyback of the loan. I have rejected the defendant's argument by reference to that process, and the defendant is not entitled to re-open those arguments in any plenary hearing. The majority of the other grounds relate to the defendant's arguments regarding the Unfair Contract Terms Directive and implementing Regulation, as well as various allegations of breach of contract and misrepresentation, both of which it is clear have been adjourned to plenary hearing.

30. The only issues which appear to be identified in his draft order which were not expressly dealt with in the Judgment are allegations of misrepresentation and misleading advertising and an allegation that the first plaintiff unlawfully appointed receivers, receivers who were long since discharged. Although the latter issue was raised by the defendant, I did not understand him to rely on it as a defence to the plaintiffs' claim. I cannot identify any basis upon which it could ground a defence to the claim for possession. The claims in relation to misrepresentations and misleading advertising appear to be new, save for the allegation of misrepresentation by the mortgage broker. The proceedings were not, accordingly, adjourned to plenary hearing to address any of those grounds.

31. I propose, therefore, making an order adjourning the proceedings to plenary hearing. I will give directions for the exchange of pleadings, including the delivery of a statement of claim and defence. The order will specify the grounds upon which the defendant is entitled to rely in his defence. The defendant will be confined to those issues in the plenary hearing. The plaintiffs' proposed draft frames these issues in unduly narrow terms. I, therefore, propose to identify the following issues as being the issues which the defendant will be permitted to rely on by way of defence:

1. The necessity to prove service of a valid demand letter;
2. The enforceability of Special Condition No. 6 of the Letter of Approval by reference to the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995;
3. The admissibility of the documentary evidence relied on by the plaintiffs;
4. The purchase by the second plaintiff of the first plaintiff's rights and entitlements in relation to the defendant;
5. Compliance by the plaintiffs with the terms of the contract regarding notification of interest rate changes and ending of the fixed rate period of the loan;
6. Compliance by the second plaintiff with the terms of section 28 of the Central Bank Act 1997, as amended by the Consumer Protection (Regulation of Credit Servicing Firms) Act 2015.

32. As noted, these are framed in deliberately broad terms. For the avoidance of doubt, issue 1 includes the question of whether a demand letter was required and whether a demand letter was sent. Issue 2 will enable the defendant to plead that he was a consumer for the

purpose of the Regulations and, if they wish to do so, the plaintiffs may contest that he was acting as a consumer. Insofar as the question of the reliability of documentary evidence relied on by the plaintiffs is a stand-alone issue for the plenary hearing, it relates to the defendant's defence regarding the securitisation of the loan. I rejected that defence on the basis that the documentation relied on was admissible but left open the possibility of the defendant challenging its admissibility in a plenary hearing. That does not, however, entitle the defendant to revisit the substantive defence on this issue. In relation to issue 4, the defendant will clearly be entitled to challenge any witness relied on by the plaintiffs and, if it arises, to do so by reference to the contents of the affidavits sworn to date.

Motion dated 3 May 2018

33. As set out in the judgment, the defendant issued two motions returnable for the hearing of the special summons application, one dated 3 May 2018, the other dated 8 March 2024. It is agreed that the 8 March 2024 motion stands refused. The defendant accepts that some of the reliefs sought in the 2018 motion have been refused. Others, he contends, still require to be addressed.

34. At paragraph 9 of the Judgment, I concluded that the issues raised in the motion did not require to be separately addressed as they mirror some of the defences advanced by the defendant in his many replying affidavits. That remains the position. Insofar as any of the reliefs or, in some cases, "conclusions" sought by the defendant in his motion remain reliefs to which he may be entitled, he will be entitled to seek those reliefs, *e.g.* the dismissal of the proceedings, or a conclusion that his contract with the plaintiffs is void for uncertainty, in the context of defending the proceedings. There is, and was, no need for him to issue a separate motion, and there is no need for that motion to remain live. Accordingly, I will strike out the motion but this should not be understood as restricting the defences available to the defendant other than as set out at paragraph 31 above.

Costs

35. The plaintiffs contend that the costs of the lengthy hearing should be made costs in the cause or reserved. The defendant, a lay litigant, seeks an order for costs to cover his outlay which, he advises, is considerable.

36. The plaintiffs refer to the decision of the Supreme Court in *ACC Bank plc v Hanrahan* [2014] IESC 40, [2014] 1 IR 1. In that case, a "*hard fought*" application for summary judgment had been adjourned to plenary hearing. The trial judge awarded costs to the defendant, and the plaintiff successfully appealed. Clarke J (as he then was) summarised the approach to be taken, having drawn an analogy with the case law on costs in interlocutory injunction applications (at pp. 7/8):

> "***[15]*** *In summary, it seems to me, for those reasons, that the principle is that, in the majority of cases, the costs of a summary judgment motion as a result of which the proceedings are remitted to plenary hearing should either be reserved or become costs in the cause. Costs in the cause may be the appropriate measure unless it may be the case that the judge adjudicating on the summary judgment motion feels that it is possible that the detail in which the trial judge determines the ultimate issues in the case could have a bearing on the justice of where the costs should lie. In those circumstances a reservation of the costs may be more appropriate.*
>
> ***[16]*** *However, there may be circumstances where the Court remitting the matter to plenary hearing is satisfied that a plaintiff has acted in a particularly unreasonable manner in not agreeing to the matter going to plenary hearing. In those circumstances the Court should consider whether the justice of the case requires that some or all of the costs of the summary judgment motion should be borne by the plaintiff who has acted in such a manifestly unreasonable way. In the light of those principles it is necessary to turn to the question of whether they provide a basis for disturbing the order for costs in this case.*"

37. The defendant, in response, argues that the plaintiffs were "*particularly unreasonable*" in not agreeing to the matter going to plenary hearing. He refers to the decision of the High Court (Holland J) in *Cabot Financial (Ireland) Limited v Kearney* [2022] IEHC 247. In that case, which post-dated the introduction of the Legal Services Regulation Act 2015, the court accepted that the principles identified in *Hanrahan* were still applicable but highlighted that they only applied in "*most cases*". In *Kearney*, the plaintiff issued summary proceedings but agreed to adjourn them to plenary hearing in circumstances where it was clear that there was

a deficiency in its own papers. Holland J considered that that case was one in which the plaintiff had been particularly unreasonable in issuing summary proceedings.

38. Although the defendant has succeeded in having the case adjourned to plenary hearing, the conduct of the plaintiffs in continuing with their summary application is very far from the "*unreasonable*" conduct at issue in *Kearney.* The Judgment did not identify any issue upon which it was so clear that the defendant had an arguable defence that it was unreasonable for the plaintiffs not to agree to adjourn to plenary hearing. Moreover, the plaintiffs have succeeded in having some of the defendant's purported defences finally determined against him. Furthermore, the defendant expressly disavowed much of the contents of his first nine detailed affidavits filed in response to the plaintiffs' claim.

39. In the circumstances, it would be a manifest injustice if the plaintiffs were ultimately to succeed in obtaining the order for possession but not be able to recover the costs of securing that order. It would not, therefore, be appropriate to award the defendant his costs at this juncture.

40. The plaintiffs have suggested that costs be costs in the cause, in accordance with the guidance of Clarke J in *Hanrahan*. If costs are made costs in the cause and the plaintiffs are ultimately successful, they will recover all of their costs. I see no potential injustice in that. However, if unsuccessful, they will have to pay all the defendant's recoverable expenses. There is potential injustice in such an eventuality, given the number of affidavits filed by the defendant on which he no longer relies and the two motions issued by him, neither of which served any useful purpose. However, were I to reserve costs, the trial judge could be faced with having to revisit the matter and potentially unpick which costs and expenses the defendant should recover and which he should not. In circumstances where the plaintiffs have indicated a willingness to accept any risk of injustice, in that they have advocated for costs in the cause, the most efficient way of finalising this issue is to make the costs of the proceedings to date, other than those dealt with by way of separate order, costs in the cause as suggested.

Stay

41. As discussed, I will give directions for the exchange of pleadings. The plaintiffs have, however, indicated their intention to appeal, and the defendant may also wish to appeal. The plaintiffs had proposed that the timetable for the delivery of proceedings be stayed for a period of 28 days and, in the event of an appeal, stayed pending the determination of that appeal.

42. In light of the defendant's motion, they now seek a stay on any step being taken in the proceedings pending the determination of the appeal.

43. I am prepared to grant the stay initially sought, but I think it premature to grant any more comprehensive stay at this stage. Although the plaintiffs' motion is not before the court, this judgment deals with many aspects thereof or makes clear that they are matters which are to be addressed in the plenary hearing. The motion, however, seeks security for costs and orders in relation to maintenance and champerty. If the plaintiffs wish to stay those applications pending appeal, that can be addressed in the context of that motion or, alternatively, in the context of the appeal.

Proposed Order

44. In light of the above, I will make the following orders:

i. An order that these proceedings stand adjourned to plenary hearing as if these proceedings had been originated by plenary summons;
ii. An order directing the plaintiffs to deliver a Statement of Claim within four weeks from the date hereof;
iii. An order that the defendant deliver its Defence within four weeks from the delivery of the Statement of Claim:
iv. An order that the Defence be confined to the following issues:
    a. The necessity to prove service of a valid demand letter;

b. The enforceability of Special Condition No. 6 of the Letter of Approval by reference to the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995;
c. The admissibility of the documentary evidence relied on by the plaintiffs;
d. The purchase by the second plaintiff of the first plaintiff's rights and entitlements in relation to the defendant;
e. Compliance by the plaintiffs with the terms of the contract regarding notification of interest rate changes and ending of the fixed rate period of the loan;
f. Compliance by the second plaintiff with the terms of section 28 of the Central Bank Act 1997, as amended by the Consumer Protection (Regulation of Credit Servicing Firms) Act 2015.

v. An order striking out the defendant's motions dated 3 May 2018 and 8 March 2024;

vi. An order that the costs to date of these proceedings, other than any aspect thereof which is already the subject of a costs order, shall be costs in the cause;

vii. An order that the timetable for delivery of the Statement of Claim and Defence be stayed for a period of 28 days from the date of perfection of this Order and, in the event of an appeal, pending the determination of these proceedings.