

GLOSSARY

SCOPE

This glossary is a guide to the meaning of certain legal expressions as used in these Rules, but it does not give the expressions any meaning in the Rules which they do not otherwise have in the law.

| EXPRESSION | MEANING |
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| Affidavit | A written, sworn statement of evidence. |
| Alternative dispute resolution | Collective description of methods of resolving disputes otherwise than through the normal trial process. |
| Base rate | The interest rate set by the Bank of England which is used as the basis for other banks' rates. |
| Contribution | A right of someone to recover from a third person all or part of the amount which he himself is liable to pay. |
| Counterclaim | A claim brought by a defendant in response to the claimant's claim, which is included in the same proceedings as the claimant's claim. |
| Cross-examination (and see 'evidence in chief') | Questioning of a witness by a party other than the party who called the witness. |
| Damages | A sum of money awarded by the court as compensation to the claimant. |
| <ul style="list-style-type: none">• aggravated damages• exemplary damages | <p>Additional damages which the court may award as compensation for the defendant's objectionable behaviour.</p> <p>Damages which go beyond compensating for actual loss and are awarded to show the court's disapproval of the defendant's behaviour.</p> |
| Defence of tender before claim | A defence that, before the claimant started proceedings, the defendant unconditionally offered to the claimant the amount due or, if no specified amount is claimed, an amount sufficient to satisfy the claim. |
| Evidence in chief (and see 'cross-examination') | The evidence given by a witness for the party who called him. |
| Indemnity | A right of someone to recover from a third party the whole amount which he himself is liable to pay. |
| Injunction | A court order prohibiting a person from doing something or requiring a person to do something. |
| Joint liability (and see 'several liability') | Parties who are jointly liable share a single liability and each party can be held liable for the whole of it. |
| Limitation period | The period within which a person who has a right to claim against another person must start court proceedings to establish that right. The expiry of the period may be a defence to the claim. |

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| List | Cases are allocated to different lists depending on the subject matter of the case. The lists are used for administrative purposes and may also have their own procedures and judges. |
| Official copy | A copy of an official document, supplied and marked as such by the office which issued the original. |
| Practice form | Form to be used for a particular purpose in proceedings, the form and purpose being specified by a practice direction. |
| Pre-action protocol | Statements of understanding between legal practitioners and others about pre-action practice and which are approved by a relevant practice direction. |
| Privilege | The right of a party to refuse to disclose a document or produce a document or to refuse to answer questions on the ground of some special interest recognised by law. |
| Seal | A seal is a mark which the court puts on a document to indicate that the document has been issued by the court. |
| Service | Steps required by rules of court to bring documents used in court proceedings to a person's attention. |
| Set aside | Cancelling a judgment or order or a step taken by a party in the proceedings. |
| Several liability (and see 'joint liability') | A person who is severally liable with others may remain liable for the whole claim even where judgment has been obtained against the others. |
| Stay | A stay imposes a halt on proceedings, apart from taking any steps allowed by the Rules or the terms of the stay. Proceedings can be continued if a stay is lifted. |
| Strike out | Striking out means the court ordering written material to be deleted so that it may no longer be relied upon. |
| Without prejudice | Negotiations with a view to a settlement are usually conducted 'without prejudice', which means that the circumstances in which the content of those negotiations may be revealed to the court are very restricted. |