

SCHEDULE 1

Regulations 34 to 37

OFFICIAL RECEIVER'S REMUNERATION

**Table 1**

<i>The realisation scale</i>		
i	on the first £5,000 or fraction thereof	20%
ii	on the next £5,000 or fraction thereof	15%
iii	on the next £90,000 or fraction thereof	10%
iv	on all further sums realised	5%
<i>The distribution scale</i>		
i	on the first £5,000 or fraction thereof	10%
ii	on the next £5,000 or fraction thereof	7.5%
iii	on the next £90,000 or fraction thereof	5%
iv	on all further sums distributed	2.5%

**Table 2**

<i>Grade or Status of Official</i>	<i>Total hourly rate £</i>
Official Receiver	34
Deputy Official Receiver	28
Deputy Principal	28
Staff Officer	26

SCHEDULE 2

FORMS

Regulation 49.

FORM 1 INSOLVENCY REGULATIONS (NORTHERN IRELAND) 1996 **Affidavit of Execution by Debtor**

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Regulation 49

In the matter of a deed of arrangement between \_\_\_\_\_ of  
(a) \_\_\_\_\_  
and his creditors, dated \_\_\_\_\_ 19 \_\_\_\_ .  
Trustee \_\_\_\_\_ of (b) \_\_\_\_\_  
I, \_\_\_\_\_ of \_\_\_\_\_, make  
oath and say as follows--

1. The document hereunto annexed marked "A" is a true copy of a deed of (c) \_\_\_\_\_ and of every schedule or inventory thereto annexed or therein referred to and of every attestation of the execution thereof.
2. The deed was executed on \_\_\_\_\_ 19 \_\_\_\_ , at \_\_\_\_\_ a.m./p.m. I was present when the debtor executed the said deed and saw him execute the same.
3. The said (d) \_\_\_\_\_ resides at \_\_\_\_\_ and is a \_\_\_\_\_
4. The place or places where the business of the said \_\_\_\_\_ is carried on is/are as follows:(e) \_\_\_\_\_

Sworn at \_\_\_\_\_  
on \_\_\_\_\_ 19 \_\_\_\_  
before me \_\_\_\_\_  
a Commissioner for Oaths [or other person authorised to take affidavits].

NOTES

- (a) Insert address and occupation
- (b) Insert address.
- (c) State whether deed of assignment of property, deed of or agreement for a composition, deed of inspectorship, letter of licence, or agreement to carry on or wind up debtor's business.
- (d) Insert name, residence and occupation of the debtor.
- (e) State also in what other names (if any) debtor carries on business.

FORM 2INSOLVENCY REGULATIONS (NORTHERN IRELAND) 1996Affidavit of Execution where Deed is First Executed by a Creditor

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

Regulation 49

In the matter of a deed of arrangement between \_\_\_\_\_ of  
 (a) \_\_\_\_\_  
 and his creditors, dated \_\_\_\_\_ 19\_\_\_\_,  
 Trustee \_\_\_\_\_ of (b) \_\_\_\_\_  
 I, \_\_\_\_\_ of \_\_\_\_\_, make  
 oath and say as follows—

1. The document hereunto annexed marked "A" is a true copy of a deed of (c) \_\_\_\_\_ and of every schedule or inventory thereto annexed or therein referred to.
2. The deed was executed by (d) \_\_\_\_\_ a creditor who resides at \_\_\_\_\_ and is a \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_, at \_\_\_\_\_ a.m./p.m. I was present when the said \_\_\_\_\_ executed the said deed and saw him execute the same.
3. The debtor (e) \_\_\_\_\_ resides at \_\_\_\_\_ and is a \_\_\_\_\_
4. The place or places where the business of the said debtor is carried on is/are as follows:(f)

Sworn at \_\_\_\_\_  
 on \_\_\_\_\_ 19\_\_\_\_  
 before me  
 a Commissioner for Oaths [or other person authorised to take affidavits].

**NOTES**

- (a) Insert address and occupation.
- (b) Insert address.
- (c) State whether deed of assignment of property, deed of or agreement for a composition, deed of inspectorship, letter of licence, or agreement to carry on or wind up debtor's business.
- (d) Insert name, residence and occupation of the creditor.
- (e) Insert name, residence and occupation of debtor.
- (f) State also in what other names (if any) debtor carries on business.

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Regulation 49

In the matter of a deed of arrangement between \_\_\_\_\_ of  
(a)

and his creditors, dated 19 .

Trustee of (b)

I, \_\_\_\_\_ of \_\_\_\_\_, make  
oath and say as follows—

1. On the \_\_\_\_\_ day of \_\_\_\_\_ 19 . I executed a  
deed of (c)

2. The total estimated amount of my property included under the deed is  
£ \_\_\_\_\_ and the net amount of my property included under the deed after  
deducting £ \_\_\_\_\_ being the value (d) of securities held by creditors and  
required to cover debts due to them, is £ \_\_\_\_\_.

3. The total estimated amount of my liabilities included under the deed is  
£ \_\_\_\_\_ and the net amount of my liabilities included under the deed after  
deducting £ \_\_\_\_\_ being the (e) amount covered by securities held by  
creditors, is £ \_\_\_\_\_.

4. (f) The total amount of the composition payable thereunder is £ \_\_\_\_\_.

5. The names of my creditors under the deed with their full postal addresses (so  
far as the same are known to me) and the amount of debt due to or claimed by each  
of such creditors are contained in the schedule to this my affidavit.

Sworn at

on \_\_\_\_\_ 19 \_\_\_\_\_

before me

a Commissioner for Oaths [or other person authorised to take affidavits].

**NOTES**

- (a) Insert address and occupation.
- (b) Insert address.
- (c) State whether deed of assignment of property, deed of or agreement for a  
composition, deed of inspectorship, letter of licence, or agreement to carry  
on or wind up debtor's business.
- (d) The estimated surplus (if any) from securities held by creditors should not be  
deducted from the gross amount of property.
- (e) This amount must correspond with the amount of securities deducted above.  
No deduction should be made in respect of the unsecured balances of partially  
secured debts.
- (f) If there is no composition payable, delete this paragraph.

**SCHEDULE**

<i>Names of Creditors</i>	<i>Full postal addresses including postcode</i>	<i>Amount of debt due to or claimed by each creditor after deduction of value of securities held by the creditor £</i>

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Regulation 49

In the matter of a deed of arrangement between \_\_\_\_\_ of  
 (a) \_\_\_\_\_  
 and his creditors, dated \_\_\_\_\_ 19\_\_\_\_, [and registered under the  
 Insolvency (Northern Ireland) Order 1989 on \_\_\_\_\_ 19\_\_\_\_.]  
 Trustee \_\_\_\_\_ of (b) \_\_\_\_\_  
 I/We, \_\_\_\_\_ being a creditor/creditors of the above-  
 named \_\_\_\_\_, for £ \_\_\_\_\_, hereby assent to the  
 above-mentioned deed of arrangement.

Signature \_\_\_\_\_ Creditor(s)

Dated... \_\_\_\_\_ 19\_\_\_\_

Signed in the presence of

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

**NOTES**

(a) Insert address and occupation.

(b) Insert address.

**FORM 5INSOLVENCY REGULATIONS (NORTHERN IRELAND) 1996 Statutory Declaration  
 by Trustee to be Filed with Registrar as to Assents of Creditors**

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Regulation 49

In the matter of a deed of arrangement between \_\_\_\_\_ of  
(a)  
and his creditors, dated \_\_\_\_\_ 19 \_\_, [and registered under the  
Insolvency (Northern Ireland) Order 1989 on \_\_\_\_\_ 19 \_\_.]  
Trustee \_\_\_\_\_ of (b)

I, \_\_\_\_\_ of (b), being the trustee under the above-mentioned deed of arrangement, do solemnly and sincerely declare that the requisite majority in number and value of the creditors of the above-named \_\_\_\_\_, so far as the same are known to me, have assented to the said deed of arrangement, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Signature \_\_\_\_\_ Trustee

Declared at \_\_\_\_\_

on \_\_\_\_\_ 19 \_\_,

before me \_\_\_\_\_,

a Commissioner for Oaths [or other person authorised to take affidavits].

NOTES

- (a) Insert address and occupation.
- (b) Insert address.

FORM 6INSOLVENCY REGULATIONS (NORTHERN IRELAND) 1996Certificate by Trustee to be Filed with Registrar that Creditors have Dispensed with his Giving Security

Regulation 49

In the matter of a deed of arrangement between \_\_\_\_\_ of  
(a)  
and his creditors, dated \_\_\_\_\_ 19 \_\_, (b) [and registered under the  
Insolvency (Northern Ireland) Order 1989, on \_\_\_\_\_ 19 \_\_].  
Trustee \_\_\_\_\_ of (c)

I, \_\_\_\_\_ of (c), being the trustee under the above-mentioned deed of arrangement, hereby certify that the requisite majority in number and value of the creditors of \_\_\_\_\_, so far as the same are known to me, (b) [by resolution passed at a meeting convened by notice to all the creditors and duly held on \_\_\_\_\_ 19 \_\_] [by writing addressed to me] dispensed with my giving the security directed to be given by Article 221(1) of the Insolvency (Northern Ireland) Order 1989.

Signature \_\_\_\_\_ Trustee

Dated \_\_\_\_\_ 19 \_\_

NOTES

- (a) Insert address and occupation.
- (b) Delete words in brackets if not applicable.
- (c) Insert address.

## SCHEDULE 3

Regulation 50

### TRANSITIONAL AND SAVING PROVISIONS

#### **Interpretation**

1. In this Schedule the expression “the former Regulations” means the Insolvency Regulations (Northern Ireland) 1991.

#### **Requests pursuant to regulation 15(1) of the former Regulations**

2. Any request made pursuant to regulation 15(1) of the former Regulations which has not been complied with prior to 31st January 1997 shall be treated, in the case of a company that is being wound up by the court, as a request made pursuant to regulation 11(1) and, in the case of a bankruptcy, as a request made pursuant to regulation 26 and in each case the request shall be treated as if it had been made on 31st January 1997.

#### **Things done under the provisions of the former Regulations**

3. So far as anything done under, or for the purposes of, any provision of the former Regulations could have been done under, or for the purposes of the corresponding provision of these Regulations, it is not invalidated by the revocation of that provision but has effect as if done under, or for the purposes of, the corresponding provision.

#### **Time periods**

4. Where any period of time specified in a provision of the former Regulations is current immediately before 31st January 1997, these Regulations have effect as if the corresponding provision of these Regulations had been in operation when the period began to run; and (without prejudice to the foregoing) any period of time so specified and current is deemed for the purposes of these Regulations—

- (a) to run from the date or event from which it was running immediately before 31st January 1997, and
- (b) to expire whenever it would have expired if these Regulations had not been made;

and any rights, obligations, requirements, powers or duties dependent on the beginning, duration or end of such period as above-mentioned shall be under these Regulations as they were or would have been under the former Regulations.

#### **References to other provisions**

5. Where in any provision of these Regulations there is a reference to another provision of these Regulations, and the first-mentioned provision operates, or is capable of operating, in relation to things done or omitted, or events occurring or not occurring, in the past (including in particular past acts of compliance with the former Regulations), the reference to that other provision is to read as including a reference to the corresponding provision of the former Regulations.

#### **Provisions of Schedule to be without prejudice to the operation of sections 28 and 29 of the Interpretation Act (Northern Ireland) 1954**

6. The provisions of this Schedule shall have effect without prejudice to sections 28 and 29 of the Interpretation Act (Northern Ireland) 1954(1).

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(1) 1954 c. 33 (N.I.)

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**Meaning of “corresponding provision”**

7.—(1) A provision in the former Regulations, except regulation 15(1) of those Regulations, is to be regarded as the corresponding provision of a provision in these Regulations notwithstanding any modifications made to the provision as it appears in these Regulations.

(2) Without prejudice to the generality of the term “corresponding provision” the following table shall, subject to sub-paragraph (3), have effect in the interpretation of that expression with a provision of these Regulations listed in the left hand column being regarded as the corresponding provision of a provision of the former Regulations listed opposite it in the right hand column and that latter provision being regarded as the corresponding provision of the first-mentioned provision:

Table

<i>Provision in these Regulations</i>	<i>Provision in the former Regulations</i>
5	4
6	6
7	5
8	17
9	21
10	9, 28
11(2)	33
12	10, 29
13	11, 30
15	14, 32
16(1)	16
16(2)	34
17	36
18	18, 35
20	4
21	6
22	5
23	17
24	21
25	9
27	10
28	11
30	14
31	16
32	19
33	20, 35



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<i>Provision in these Regulations</i>	<i>Provision in the former Regulations</i>
34, Table 1 in Schedule 1	22
36, Table 2 in Schedule 1	23
37, Table 1 in Schedule 1	25
39	38
40	39
41	40
42	41
43	42
44	44
45	45
46	47(6)
47	48
48	50
49	51

(3) Where a provision of the former Regulations is expressed in the Table in sub-paragraph (2) to be the corresponding provision of a provision in these Regulations and the provision in the former Regulations was capable of applying to other proceedings in addition to those to which the provision in these Regulations is capable of applying, the provision in the former Regulations shall be construed as the corresponding provision of the provision in these Regulations only to the extent that they are both capable of applying to the same type of proceedings.

#### **NOTE**

*The note in square brackets at the end of a regulation does not form part of these Regulations. "E.R." refers to a corresponding regulation in the Insolvency Regulations 1994 [S.I. 1994/2507] which apply to bankrupts in England and Wales and to companies which the courts in England and Wales have jurisdiction to wind up. "D.A.R." refers to a corresponding rule in the Deeds of Arrangement Rules 1925 [S.R. & O. 1925/795, as amended by S.R. & O. 1941/1253, S.I. 1962/297 and S.I. 1986/2001] which apply in England and Wales. A regulation may not be identical to a corresponding provision.*