

Form 17: Writ of Execution Against Goods (Fieri Facias)

[Part 46]

(Heading as in Form 1)

Request for Issue of Writ of Execution

To the Court

[We] [I] _____ of _____

(Tel _____ Fax _____) [Legal practitioners for the _____]
[_____ in person] apply for the issue of a Writ of Execution against the judgment debtor to recover the sum stated below.

| | |
|-------------------------------------|---------|
| Amount of judgment | \$..... |
| Costs | \$..... |
| Interest to date | \$..... |
| Total sum due | \$..... |
| Less: Paid since judgment | \$..... |
| Balance of judgment now due | \$..... |
| Plus: fee on issue | \$..... |
| Legal practitioner's costs on issue | \$..... |
| Amount for which writ to issue | \$..... |

[We] [I] certify that

- (a) the whole or part of any instalment due under the judgment has not been paid:
- (b) the balance of judgment now due is as shown above.

Dated.....

Signed.....

[Legal practitioners for the] [Claimant] [Defendant]

Writ of Execution

To: The Marshal

You are required to levy the sum stated above together with interest at the rate of _____ % per annum from the _____ day of _____ 20____, until payment together with the marshal's poundage fees, cost of levying and all other legal incidental expenses and to pay the amount levied in respect of the judgment debt, fees, costs and interest to the [claimant] [defendant].

You are also required to indorse on this Writ immediately after execution a statement of the manner in which you have executed it and send a copy to the [claimant] [defendant].

Dated

[SEAL]

Notice to Judgment Debtor

Notice of levy

The marshal has levied on your goods. This means that you must not dispose of them as the marshal may have to take them and sell them, at a public auction.

Payment of the judgment debt

If you pay the total amount due under this Writ including the marshal's poundage fees, costs of levying and any other legal incidental expenses, your goods will not be taken and you will not have to pay any more costs. You must pay the money to the marshal and will be given a receipt.

If you do not want the marshal to remove your goods

You can ask the marshal not to do so but you must sign the walking possession agreement below.

- If your goods are removed
- you will be given a list of the goods removed
- the goods will not be sold for at least [] days unless they are perishable
- you will be given [] days notice of the date and place of sale
- further fees may be charged and added to the debt
- these fees could include the cost of removing the goods and the fees charged by the auctioneer.

When the goods are sold

You will be given a written statement as to the sale and the distribution of the proceeds of sale.

If the sale is stopped

You will normally have to pay a fee and any expenses incurred in removing the goods or advertising the sale.

Walking Possession Agreement (request not to remove goods)

Please do not take my goods listed here – I agree that until payment is made or the writ withdrawn, I will:

- not remove or damage the goods or allow anyone to do so
- show this form to anyone who calls and tries to take these goods
- tell you immediately if anyone tries to do so; and
- allow you to re-enter the premises at any time (and as often as you want)
- to see the goods or to complete the enforcement of this writ.

Dated.....

Signed.....

The court office is at [xxx xxx xxx] telephone number xxx-xxxx, FAX xxx.xxxx. The office is open between [...am.] and [..... p.m.]..... to except public holidays.