

Form 19: Writ of Delivery or Value

[Part 46]

(Heading as in Form 1)

Request for Writ of Delivery or Value

To the Court

[We] [I] of
(Tel Fax) [Legal practitioners for the in person]
[in person]

apply for the issue of a Writ of Delivery against the judgment debtor to recover possession of
(description of goods)

or to recover the assessed value of the goods, namely \$.....

And also to recover

Damages	\$.....
Costs	\$.....
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 claimant is entitled to recover the goods which are the subject of the court’s order or the value of \$, assessed by the court.
- (b) the balance of judgment now due is as shown above

Dated.....

Signed.....

[Legal practitioners for the] Claimant/Defendant

Writ of Delivery or Value

To: The Marshal

You are required to cause the goods (description of goods)

to be delivered to the claimant/defendant, and if you are not able to do so to levy the sum of \$..... the assessed value

You are also required to levy the sum of \$..... as 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 taking possession

You have failed to deliver up the goods described overleaf and the marshal is authorised to take possession of the goods and deliver them to the claimant. If the marshal is not able to take possession of the goods the marshal is authorised to levy the sum stated above being the value of the goods as assessed by the court.

Notice of levy

The Marshal has levied on your goods in order to
(a) discharge the claim for the assessed value of the goods
(b) discharge the judgment for [damages] and [costs].

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 money judgment

If you are able to
(a) deliver the goods described overleaf; or
(b) pay the assessed value of the goods and
(c) pay the money judgment in full,

the Marshal will not need to remove your goods. You will have to pay the full amount plus interest and the costs of issuing this writ together with the marshal’s fees. You will be given a receipt for any money that you pay.

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.