

Form 20: Writ of Specific Delivery

[Part 46]

(Heading as in Form 1)

Request for Writ of Specific Delivery

To the Court

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

apply for the issue of a Writ of Delivery against the judgment debtor to recover possession of

(description of goods)

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 and that the court has given permission for the issue of a writ of specific delivery on _____ (date);
- (b) the balance of judgment now due is as shown above.

Dated.....

Signed.....

[Legal practitioners for the] Claimant/Defendant

Writ of Specific Delivery

To: The Marshal

You are required to cause the goods (description of goods) to be delivered to the claimant, A.B.

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 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.

Notice of levy

The marshal has levied on your goods in order to 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 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 (other than the goods which the court order you to deliver up to the claimant)

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 [... a.m.] and [... p.m.].....to.....except public holidays.