STATUTORY INSTRUMENTS

1987 No. 1119 (L.4)

COUNTY COURTS

PROCEDURE

The County Court (Forms) (Amendment) Rules 1987

Made - - - -	*26th June 1987*
Coming into force -	*1st September 1987*

1.—(1) These Rules may be cited as the County Court (Forms) (Amendment) Rules 1987.

(2) In these Rules a form referred to by number means the form so numbered in the Schedule to the County Court (Forms) Rules 1982**(a)** and "the main Schedule" means that Schedule.

2. There shall be substituted in the main Schedule, for forms N.42 and N.49, the forms contained in the Schedule to these Rules.

3. Forms N.43, N.44, N.45 and N.54 shall be omitted.

4. For the heading to Form N.53 there shall be substituted the following heading, "Warrant of Committal to Registrar of a Foreign Court, section 122 County Courts Act 1984".

We, the undersigned members of the Rule Committee appointed by the Lord Chancellor under section 75 of the County Courts Act 1984**(b)**, having by virtue of the powers vested in us in this behalf made the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

Norman Francis,
Deirdre McKinney,
R.E. Hammerton,
P.G. Hebbert,
Timothy Stow,
Anthony Girling,
C.S. Stuart-White,
R. Lockett,
A.W. Donaldson,
Patrick Eccles,
Gillian Stuart-Brown.

(a) S.I. 1982/586, as amended by S.I. 1982/1141, 1983/1715, 1984/879, 1985/567, 1986/1505.
(b) 1984 c.28.

I allow these Rules, which shall come into force on 1st September 1987.

Dated 26th June 1987 *Havers,* C.

Rule 2

SCHEDULE

WARRANT OF EXECUTION

(Order 26, rule 1(2))

In the County Court

To the Debtor

On the
the creditor obtained a judgment against you, which is enforceable in this court.
You have not made payment as you were ordered to do and at the creditor's request this warrant has been issued.
The warrant gives the bailiff the power to seize and sell your goods or to seize your money unless you pay the total due.

You should make all payments under the warrant to the court named below which is your local county court.
You can make payments either to the bailiff or at the court office.
You should send any correspondence concerning this warrant including claims to the goods to the Chief Clerk at the address below.

SEAL

The Chief Clerk

The court office is open from 10 am to 4 pm Mondays to Fridays

For more information see over

Case no _____

Warrant no _____ _____

_____ _____

_____ _____

Debtor(s)

Address(es) to levy at

Creditor

Creditor (solicitor)'s address

Reference

Amount of judgment	
Costs since judgment	
Sub total	
Paid	
Balance	
Amount of warrant	
Fee	
Solicitor's costs	
Land Registry fee	
Total	

The bailiff should give a printed and numbered receipt from his official receipt book for every payment made to him under this warrant. You should not accept any other form of receipt.

PERFORATION

In the County Court

To the Registrar and Bailiff

On the
the creditor obtained a judgment enforceable in this court. Payment has not been made as ordered and at the creditor's request this warrant has been issued.
You are now required to levy for the total shown below in accordance with the provisions of Sections 85 and 89 of the County Courts Act 1984.
The creditor applied for the warrant at
o'clock
on

SEAL

To be completed when warrant sent to another court.

This warrant has been issued out of this court for execution at an address within the jurisdiction of your court.
You are therefore required to execute the warrant.
Dated

Received on

Case no _____

Warrant no _____ _____

_____ _____

_____ _____

Debtor(s)

Address(es) to levy at

Creditor

Creditor (solicitor)'s address

Reference

Amount of judgment	
Costs since judgment	
Sub total	
Paid	
Balance	
Amount of warrant	
Fee	
Solicitor's costs	
Land Registry fee	
Total	

Date taken	Amount	Blf	Paid in	Clk

Returns other than payments

Date of levy
day of 19
Report and details of levy

Date		*Date*	

Walking possession agreement (Request not to remove goods)

To the Registrar and Bailiff of the court
Please do not remove the goods seized.
Until payment is made or the warrant is withdrawn:

- I will not remove or damage the goods or any part of them or allow any other person to do so without your permission;
- I will show this form to any other person who may call with the intention of levying on the goods and tell you of their visit at once,

and I authorise you to re-enter the premises at any time (and as often as you want) to complete the enforcement of the warrant, or to inspect the goods

Signed Dated

2643

SI 1987/1119

PERFORATION

Levy Notice

The bailiff has levied on your goods. This means you must not dispose of the goods as the court may have to seize and sell them at public auction to raise money to pay your debt. Certain goods will not be seized by the bailiff; these are clothing and bedding up to a value of £100, and tools of trade up to a total value of £150.
If you pay the total due, which is shown overleaf, your goods will not be removed and you will not have to pay further costs.

Walking Possession agreement

You may request the bailiff not to remove the goods; this is called a walking possession agreement. If you wish to do so you should sign the walking possession agreement and the copy on the bailiff's warrant form.

If your goods are removed

- You will be given a list of the goods removed.
- The goods will not be sold before the 6th day after their removal unless you request an earlier sale or the goods are perishable.
- You will be given at least 4 days notice of the day, time and place of the sale.
- Further fees may be charged which will be listed.

Stopping the sale

If the sale is stopped because the warrant is withdrawn, paid or suspended you will normally have to pay a fee of 10p for every £1 of the assessed value of the goods and any expenses reasonably incurred in removing the goods or advertising the sale.

Auction fees

When your goods have been removed, they may be valued and sold. If they are, you may have to pay the following additional fees:

- **for valuing the goods:** 5p for every £1 of the assessed value.
- **for the sale:** this is normally 15p for every £1 for which the goods were sold.

When the goods are sold

You will be given a detailed account in writing of the sale and distribution of the money.

Walking possession agreement (Request not to remove goods)

To the Registrar and Bailiff of the court
Please do not remove the goods seized.
Until payment is made or the warrant is withdrawn:

- I will not remove or damage the goods or any part of them or allow any other person to do so without your permission;
- I will show this form to any other person who may call with the intention of levying on the goods and tell you of their visit at once.

and I authorise you to re-enter the premises at any time (and as often as you want) to complete the enforcement of the warrant, or to inspect the goods

Signed Dated

WARRANT FOR POSSESSION OF LAND

(Order 26, rule 17)

SEAL

To the Registrar and Bailiffs of the Court

ON the day of 19 , it was adjudged that the plaintiff was entitled to possession of[1]

(1) Describe the land as set out in the judgment

and it was ordered that the defendant should give the plaintiff possession of the said land on or before the

[unless the rent in arrear, amounting to £ and the costs of this action, amounting to £ , were paid into court on or before the .][2]

(2) Add where judgment was for forfeiture for non-payment of rent.

[AND it was adjudged that the plaintiff should recover against the defendant the sum of £ for rent and mesne profits and £ for costs, making together the sum of £ [and it was ordered that the defendant should pay the last-mentioned sum into the office of this court on or before the (or by instalments of £ for every).]][3]

(3) Add where so ordered

[AND it was ordered that the judgment for possession be not enforced for days and for so long thereafter as the defendant punctually paid to the plaintiff or his agent the [arrears of rent, mesne profits and] costs by instalments of £ per week in addition to the current rent, the first of such payments to be made on or before the]

[AND it was ordered that the judgment for £ [and costs to be taxed] be not enforced for so long as the defendant paid the instalments of £ per week.][4]

(4) Add where judgment suspended under section 36 of A.J. Act 1970.

AND THE DEFENDANT HAVING FAILED TO OBEY THE ORDER THE PLAINTIFF HAS REQUESTED THAT THIS WARRANT SHOULD ISSUE.

YOU ARE THEREFORE required forthwith to give possession of the land to the plaintiff.

[AND YOU ARE THEREFORE REQUIRED forthwith to levy the amount due to the plaintiff under the judgment or order, together with the costs of issue and execution of this warrant by distress and sale of the defendant's goods wherever they may be found within the district of this court (except the wearing apparel and bedding of him or his family to the value of £100 and the tools and implements of his trade to the value of £150), and also by seizing any money, bank notes, bills of exchange, promissory notes, bonds, specialties or securities for money, belonging to him which may be found there or so much thereof as may be sufficient to satisfy this execution, and to bring the proceeds of the levy into court, and immediately thereafter to make a return of what you have done.]

Application was made to this court for this warrant at minutes past the hour of o'clock on

NOTICE. The goods are not to be sold until after the end of five days next following the day on which they are seized, unless they are of a perishable nature, or at the request of the defendant.

Form N. 49

PERFORATION

In the County Court

Case no _____

Warrant no _____

Defendant/Debtor(s) _____

Address(es) to levy at _____

Plaintiff/Creditor _____

Plaintiff/Creditor (solicitor)'s address _____

Reference _____

Amount of judgment	
Costs since judgment	
Sub total	
Paid	
Balance	
Amount of warrant	
Fee	
Solicitor's costs	
Land Registry fee	
Total	

The bailiff should give a printed and numbered receipt from his official receipt book for every payment made to him under this warrant. You should not accept any other form of receipt.

For more information see over

Levy Notice

The bailiff has levied on your goods. This means you must not dispose of the goods as the court may have to seize and sell them at public auction to raise money to pay your debt. Certain goods will not be seized by the bailiff; these are clothing and bedding up to a value of £100, and tools of trade up to a total value of £150. *If you pay the total due, which is shown overleaf, your goods will not be removed and you will not have to pay further costs.*

If your goods are removed

You will be given a list of the goods removed.

The goods will not be sold before the 6th day after their removal unless you request an earlier sale or the goods are perishable.

You will be given at least 4 days notice of the day, time and place of the sale.

Further fees may be charged which will be listed.

Stopping the sale

If the sale is stopped because the warrant is withdrawn, paid or suspended you will normally have to pay a fee of 10p for every £1 of the assessed value of the goods and any expenses reasonably incurred in removing the goods or advertising the sale.

Auction fees

When your goods have been removed, they may be valued and sold. If they are, you may have to pay the following additional fees:

for valuing the goods: 5p for every £1 of the assessed value.

for the sale: this is normally 15p for every £1 for which the goods were sold.

When the goods are sold

You will be given a detailed account in writing of the sale and distribution of the money.

All payments under the warrant should be made to the court named below which is your local county court. Payment can either be made to the bailiff or at the court office.

All notices concerning this warrant or claims to the goods should be given or sent to the Chief Clerk at the address below

SEAL

The above court office is open from 10 am to 4 pm Mondays to Fridays

Form N. 49

PERFORATION

Possession obtained and given to the Plaintiff on the

Bailiff

I acknowledge having received possession of the land described in this warrant, on the

(For the) Plaintiff.

(For use only when sale or other charges incurred)

	£	£
Gross amount levied or received		
Transport Charges		
Appraisement Fee on £		
Sale Fee on £		
Advertising		
Rent to Landlord ...		
Costs of Interpleader ordered to be deducted from the proceeds		
Net amount paid into Court on		

The name and address of the (Solicitor to the) Plaintiff is:–

Returns other than payment.

19	

In the County Court

Case no

Warrant no

Defendant/Debtor(s)

Address(es) to levy at

Plaintiff/Creditor

Plaintiff/Creditor (solicitor)'s address

Reference

Amount of judgment	
Costs since judgment	
Sub total	
Paid	
Balance	
Amount of warrant	
Fee	
Solicitor's costs	
Land Registry fee	
Total	

Date taken	Amount	Blf	Paid in	Clk

EXPLANATORY NOTE

(This note is not part of the Rules)

These Rules amend the County Court (Forms) Rules 1982 so as to substitute a new form of warrant of execution (N.42) and as a consequence (a) to omit forms N.43 (warrant of execution against goods of defendant for part of the amount due), N.44 (warrant of execution against the goods of the plaintiff), N.45 (notice on levy) and N.54 (notice to be endorsed on notice on levy where warrant of execution sent to foreign court) and (b) to amend forms N.49 (warrant for possession of land) and N.53 (warrant of execution or committal to registrar of foreign court).