
STATUTORY INSTRUMENTS

1995 No. 970 (L.5)

COUNTY COURTS

PROCEDURE

The County Court (Forms) (Amendment) Rules 1995

Made - - - - - *31st March 1995*

Coming into force - - - - - *30th April 1995*

1.—(1) These Rules may be cited as the County Court (Forms) (Amendment) Rules 1995.

(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(1) and “the main Schedule” means that Schedule.

2. There shall be substituted in the main Schedule, for Form N.42(c) (warrant of execution), the form contained in the Schedule to these Rules.

3. In Forms N.30(CCBC) (Judgment for plaintiff (in default)) and N.30(1)(CCBC) (Judgment for plaintiff (acceptance of offer)), for the words “National Girobank” where those words appear in the “Methods of Payment” section of the forms, there shall be substituted “Girobank plc”.

The undersigned members of the Rule Committee, appointed by the Lord Chancellor under section 75 of the County Courts Act 1984(2), having made these Rules, certify them and submit them to the Lord Chancellor.

Frank White
Neil Butler
Helen Paling
J.H. Wroath
Hugh Jones
Margaret Wilby
W.A. Vincent
Henrietta Manners
P. Birts
E.C. Gee
R. Winstanley

(1) S.I.1982/586; the relevant amendments are S.I. 1993/712 and 1994/2110.

(2) 1984 c. 28; section 75 was amended by the Courts and Legal Services Act 1990 (c. 41), sections 2(4), 16, and Schedule 18, paragraph 47.

Status: This is the original version (as it was originally made).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

I allow these Rules, which shall come into force on 30th April 1995.

Dated 31st March 1995

Mackay of Clashfern, C.

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SCHEDULE

In the _____ Case no _____
 _____ County Court Warrant no _____
 Code _____
 Date applied for _____ at _____ o'clock Local no _____

To the defendant
 A judgment was made against you and as you have not paid the plaintiff has asked the court to issue a warrant. The warrant gives the bailiff the right to take and sell your goods.

Plaintiff _____ Defendant(s) and address(es) to levy at _____
 Plaintiff (solicitor)'s address _____
 Ref no _____
 Code no _____
 Court Office address _____

seal

Bailiff area no

Balance due	
Amount of warrant	
Fee	
Solicitor's costs	
Land Registry Fee	
Total	
Balance of debt after warrant paid	

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

In the _____ Case no _____
 _____ County Court Warrant no _____
 Code _____
 Date applied for _____ at _____ o'clock Local no _____

To the district judge and the bailiff at _____

This warrant is sent to you for execution
 Date sent _____ Date received _____

seal

Plaintiff _____ Defendant(s) and address(es) to levy at _____
 Plaintiff (solicitor)'s address _____
 Ref no _____
 Code no _____

Bailiff area no

Amounts received or passed through	
Date	Amount

Balance due	
Amount of warrant	
Fee	
Solicitor's costs	
Land Registry Fee	
Total	
Balance of debt after warrant paid	

A judgment was made and is enforceable in this court. You are now required to levy for the total shown.

Date of levy _____

First visit _____ return code _____
Give date and time

Second visit _____ return code _____
Give date and time

Third visit _____ return code _____
Give date and time

Fourth visit _____ return code _____
Give date and time

Fifth visit _____ return code _____
Give date and time

Any other comments _____

Notice of levy
 The bailiff has levied on your goods. This means you must not dispose of them as the court may have to take them and sell them at public auction.

If you do not want the bailiff to remove your goods
 You can ask the bailiff not to remove your goods but you should sign the walking possession agreement below.

If you pay the total money due
 Your goods will not be taken and you will not have to pay any more costs. You must pay the money to the bailiff or your local court (the address is shown on the front of this notice). When you pay any money you will be given a receipt.

If your goods are removed

- you will be given a list of the goods removed
- the goods will not be sold for at least 6 days (unless they are perishable)
- you will be given at least 4 days' notice of the date and place of the sale
- further fees may then be charged and will be added to the debt
- these fees could include the cost of removing your goods and the fees charged by the auctioneer

When the goods are sold
 You will be given a detailed written account of the sale and distribution of the money.

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 warrant 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 and I will tell you that they called; 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 warrant

Signed _____ Date _____

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 warrant 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 and I will tell you that they called; 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 warrant

Signed _____ Date _____

If you have any questions about this warrant you should contact the court office

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EXPLANATORY NOTE

(This note is not part of the Rules)

These Rules amend the County Court (Forms) Rules 1982 so as to:

- (a) substitute a new Form N.42(c) (warrant of execution) (*rule 2*); and
- (b) change references to “National Girobank” in Forms N.30(CCBC) (Judgment for plaintiff (in default)) and N.30(1)(CCBC) (Judgment for plaintiff (acceptance of offer)) to “Girobank plc” (*rule 3*).