



gowlings



Erin D. Farrell

Associate

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YEAR OF CALL

- 2011 Ontario

EDUCATION

- University of Calgary, LLB
- Mannheim University of Applied Sciences, Germany, MSc
- Memorial University, BSc, Hons. in Biochemistry

Erin Farrell is an associate in the advocacy department at Gowlings' Toronto office. Her practice includes a variety of commercial litigation and professional negligence matters, including contract disputes, class actions, insurance defence and medical negligence.

Erin has extensive experience in the banking sector, advising clients on litigation matters including a variety of motions and injunctions. She has also worked in the nuclear and service industries on an array of contract disputes.

Erin represents professionals in both civil and administrative matters. She has defended a number of Canadian and foreign clients from the pharmaceutical, medical device and manufacturing sectors in class action proceedings.

Erin was both a summer student and an articling student at Gowlings. Prior to pursuing a career in law, Erin conducted genetics research for two years at a University in Germany and then for three years at a large pharmaceutical company in California.

Erin has appeared before the Ontario Superior Court of Justice, the Small Claims Court and has represented clients before professional regulatory bodies and other administrative tribunals.

COMMUNITY INVOLVEMENT

Erin participates with other Gowlings associates and Pro Bono Law Ontario to act as duty counsel for unrepresented litigants in the Small Claims Court of Ontario. Erin has also acted as counsel for clients before the Human Rights Tribunal as a part of the firm's pro bono commitment.

Outside of work, Erin plays the euphonium with the North Toronto Community Band and volunteers at a local shelter. She also occasionally enjoys participating as an amateur actor in the Lawyer Show, an annual Shakespeare fundraiser for the Nightwood Theatre.

ARTICLES, PAPERS & PRESENTATIONS

Erin has co-authored a number of articles on a wide range of topics including class actions, genetics and insurance law. Some of her publications include:

- “*Boyce v Co-Operators General Insurance Co — If You Want Your Limits, Check Your Limitations,*” published in the *Canadian Journal of Insurance Law*, January 2014
- “Preferable Procedure Revisited: Supreme Court of Canada Examines Preferable Procedure for First Time since *Hollick*,” published in the *Gowlings Commercial Litigation Bulletin*, December 2013
- “[Spotlight on Gene Patents](#),” published in *Intellectual Asset Management*, October 2013
- “Bike Accidents and Municipal Liability,” published in *Canadian Underwriter*, October 2011
- “An Integrative Genomic Analysis Identifies *Bhmt2* as a Diet-Dependent Genetic Factor Protecting Against Acetaminophen-Induced Liver Toxicity,” published in *Genome Research*, November, 2009

MEMBERSHIPS

Canadian Bar Association
Ontario Bar Association
The Advocates' Society

RELATED SERVICES

Commercial Litigation
Life Sciences
Class Actions
Product Liability

Megan Marrie

Megan is a Partner of Shibley Righton LLP. Megan articulated at the firm and maintains a general litigation practice with a focus in the areas of professional liability, construction law and commercial litigation. In the course of her litigation practice, Megan has appeared before various courts and tribunals.

Megan has significant advocacy experience and has argued a variety of complex motions and participated in mediations, pre-trial conferences, settlement conferences and examinations for discovery. Megan has represented clients before administrative tribunals and before all levels of court in Ontario. She has also appeared before the Saskatchewan Court of Queen's Bench.

Prior to attending law school, Megan worked as Marketing Manager for a software company in Edmonton, Alberta that developed, among other things, geographic information systems for municipalities throughout North America.

Megan is a member of the Canadian Bar Association, the Ontario Bar Association, and the Advocates' Society. She is also on the board of directors for a not-for-profit community concert band in which she also plays the alto saxophone.

Education and Qualifications

2010	Master of Laws, Osgoode Hall Law School
2007	Called to the Ontario Bar
2006	Bachelor of Laws, Osgoode Hall Law School
2001	Bachelor of Commerce with Distinction, Marketing Management (Co-op), Dalhousie University

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

ABC CORPORATION INC.

Creditor

- and -

JOHN SMITH

Debtor

- and -

BANKING INSTITUTION OF CANADA

Garnishee

AFFIDAVIT OF JANE DOE

I, JANE DOE, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am an lawyer with the law firm Lawyers LLP, lawyers for the Creditor, ABC Corporation Inc. ("ABC"), and as such, have personal knowledge of the matters set forth below, save and except for those statements based on my information and belief, in which case I state the source of that information and believe same to be true.

Judgment and Amount Owing

2. On August 31, 2014, ABC obtained judgment against John Smith ("Smith") in the sum of \$41,575.89 plus \$1,150 for costs (the "Judgment"). Interest accrues at the rate of 2% per annum from August 31, 2014. A copy of the Judgment is attached hereto as Exhibit "A".

3. As of October 15, 2014, I calculate the total amount owing to be \$42,881.24, as follows:

Principal	\$ 41,575.89
Costs	\$ 1,150.00
Subtotal	<u>\$ 42,725.89</u>
Interest (\$42,725.89 x 2% per year x 45 days ÷ 365 days)	\$ 105.35
Preparation of documents fee	<u>\$ 50.00</u>
Total	<u>\$ 42,881.24</u>

4. No payment has been received since the Judgment was made.

Banking Institution of Canada's Debt to Smith and the Grounds for the Belief

5. When Smith began doing business with ABC, he filed a credit application with ABC. In the credit application, Smith confirmed that he maintains a bank account at Banking Institution of Canada ("BIC") at 123 Avenue Road in Toronto, Ontario. ABC believes that this bank account may still be active and, accordingly, wishes to deliver a Notice of Garnishment to BIC to satisfy the Judgment.

Address of the Debtor

6. At the time this action was commenced, the address of the Debtor, Smith, was 456 University Avenue, Toronto, Ontario. Service of the Statement of Claim was effected on Smith by leaving a copy with his wife at that address and mailing another copy the same day. I have no reason to believe Smith's address has changed.

Address of the Creditor

7. On or about October 14, 2014, I spoke with Sally Sutton at the City of Toronto Sheriff's Office. Ms. Sutton advised me that, as ABC's lawyers, we may list our office address as the address of the Creditor on court documents, including the Notice of Garnishment.

Service of the Notice of Garnishment

8. The Notice of Garnishment is to be directed to the following addresses:

(a) Banking Institution of Canada

123 Avenue Road

Toronto, ON M5G 3R2

(b) Sheriff's Office

County of Toronto

393 University Ave.

Toronto, ON M5G 1E6

(c) John Smith

456 University Ave.

Toronto, ON M5H 3E9

9. This affidavit is sworn in support of a Notice of Garnishment and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on this 15th day of October, 2014.

Commissioner for Taking Affidavits

JANE DOE

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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Creditor

- and -

JOHN SMITH

Debtor

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3. No payment has been received since the Judgment was made.

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5. Moreover, a search of the parcel register for the Property confirms that Smith, together with Yvonne Smith, is a registered owner of the Property. A copy of the parcel register for the Property is attached hereto as Exhibit "B".
6. This affidavit is sworn in support of a Writ of Seizure and Sale and for no other purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on this 15th day of October, 2014.

Commissioner for Taking Affidavits

JANE DOE



Enforcing Judgments

Megan Marrie Erin Farrell

 **SHIBLEY RIGHTON LLP**
Barristers and Solicitors

 **gowlings**
Lawyers • Patent and Trademark Agents

Outline

1. Preliminary Comments
2. Types of Enforceable Orders
3. Costs of Enforcement
4. Searches and Other tools
5. Examinations in aid of execution
6. Writs
7. Garnishment
8. Contempt Orders
9. Foreign Judgments

 **SHIBLEY RIGHTON LLP**
Barristers and Solicitors

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Preliminary Comments

- **When to consider collectability**
 - **As early as possible**
- **Demand letters for payment post-judgment**
- **Change of Creditor**
 - If the Order or Judgment is assigned, a Notice to Continue is required before enforcement can take place, even if the Judgment has already been awarded
 - See Rule 11 of the *Rules of Civil Procedure*.

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Types of Enforceable Orders

- **Order for payment or recovery of money (r.60.02)**
 - writ of seizure and sale
 - garnishment
 - writ of sequestration
 - appointment of a receiver
- **Order for possession of land (r. 60.03)**
 - writ of possession
- **Order for recovery of personal property (r. 60.04)**
 - writ of delivery
 - if not delivered up, enforce by writ of sequestration
- **Order to do or abstain from acting (r.60.05)**
 - contempt order

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Costs of Enforcement

- **In addition to the amounts set out in the Order, a party is entitled to the costs(r. 60.19):**
 - cost of an examination in aid of execution (if affidavit filed with sheriff or registrar);
 - \$50 for issuing, filing, and renewing a writ;
 - Disbursements paid to a sheriff, registrar, official examiner, court reported or other public official (if receipt filed with the sheriff)

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Searches and Other Tools

- **To locate a debtor, the following sources may lead to useful information:**
 - Driver's Licence/ Ministry of Transportation Search
 - Vehicle Record Search
 - Directory Assistance/Internet Searches
 - Corporate Searches
 - Credit Bureau Search
 - Skip Tracers/private investigators
 - Google

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Examination in Aid of Execution

- **One exam in a twelve month period as long as the debt is owing, unless court orders otherwise**
 - If the debtor is a corporation the examination is of an officer or director
 - If the debtor is a partnership, the examination is of a partner
- **Notice of Examination in Aid of Execution must be served by personal service**

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Examination in Aid of Execution

- **Creditor may examine debtor in relation to:**
 - reason for nonpayment or nonperformance
 - debtor's income and property
 - debts owed to and by the debtor
 - disposition of property by the debtor
 - debtor's present, past and future means to satisfy order
 - whether the debtor intends to obey the order or has any reason for not doing so
 - any other matter pertinent to the enforcement of the order.

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Examination in aid of Execution

- **Refusals and Non-Attendance**
 - A Judgment Debtor may be ordered to attend and to answer proper questions refused
 - If a debtor has concealed or "made away with" property to frustrate a creditor a contempt order may be made (Rule 60.18(5))
 - Where "any difficulty arises", any other person (i.e. a spouse or relative") may be examined with leave of the court

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Writ of Seizure and Sale

- **File Requisition, copy of order and “any other evidence necessary to establish the amount awarded and the creditor’s entitlement.”**
 - Requisition requests enforcement of writ and must include:
 - date and amounts of payment received since the Order was made
 - the amount owing and the rate of prejudgment interest
- **Writs are searchable**
 - If too many writs, may want to reconsider the expense



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Writ of Seizure and Sale

- **Detail needed for a Writ:**
 - Must be filed against *exact name* of owner of property to be effective.
 - If writ is filed under a name other than that under which the property is registered the writ has no effect
 - An exact match is one where the surname and one forename are identical:
 - e.g. John A. Smith and John Harold Smith are a “match”
 - e.g. Ann Smith and Anne Smith are not a “match” and both have to be registered.



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Writ of Seizure and Sale

- **Details of Writs**
 - Corporate and Partnership names must be exact to capture property owned in the jurisdiction
 - “Ltd.” and “Limited” → match
 - “Ltd.” and “Corporation” → not a match
 - “Ninety-nine Red Balloons Inc.” and “99 Red Balloons Inc.” → not a match.



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Writ of Seizure and Sale

- **When a Writ is Effective:**
 - All transfers of *any* interest in land requires an execution search against owners of property.
 - When a writ is discovered the property may not be transferred until the Writ of Seizure and Sale is satisfied.
- **Once issued, Writ is filed with Sheriff for the County where it was requested**
- **A writ is not effective in any other county so file in each where potential property.**



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Writ of Seizure and Sale

- **Leave to Enforce**
 - If more than six years has elapsed since the date of the Order or Judgment, or
 - If the Order or Judgment is subject to a condition motion for leave to enforce to the Registrar is required.
 - Writs registered without leave when required may be set aside, with costs payable to the debtor.



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Writ of Seizure and Sale

- **Renewal of Writ of Seizure and Sale**
 - Writ effective for six years then it must be renewed
 - May be done electronically
- **Changes to a Writ- motion required**
 - Where the debtor changes his/her name
 - Where the debtor uses an alias
 - Where the debtor uses various spellings or nicknames



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Writ of Seizure and Sale

- **Direction to Enforce Writ (Form 60F), includes:**
 - Date of the order and the amount awarded
 - Rate of post-judgment interest
 - Costs of enforcement under Rule 60.19
 - Date and amount of any payment received since the order was made

- **Direction is to seize real and personal property - delivered to Sheriff of county in which property is situate**




Writ of Seizure and Sale

- **A Direction may not be Enforced:**
 - Sheriff has discretion to decline to enforce where “the sheriff is uncertain whether the writ of seizure and sale has been properly issued and filed (Rule 60.07(13.1));

 - writ may not be enforced against property in the hands of a Receiver (Rule 60.07(14);

 - writ may not be enforced if the action in which the Judgment was awarded is stayed (i.e. bankruptcy).




Writ of Seizure and Sale

- **Sheriff must deliver, on request, an inventory of the property seized to the debtor, before or as soon as possible after the property is seized**

- **Sheriff must publish a notice of the time and place of the sale by:**
 - Mailing the notice to the creditor at his/her last known address;
 - Publishing a notice in a “newspaper of general circulation” in the place where the property was seized.




Writ of Seizure and Sale

- No step can be taken until four months have elapsed from the date when the writ was field with the sheriff.
- No sale can take place until six months have elapsed from the date when the writ was field with the sheriff.
- Creditor will be required to pay fee to fund costs of sale



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Writ of Seizure and Sale

- Various procedural steps taken by sheriff to facilitate sale
- be aware there are exemptions
 - Executions Act
 - some RRSPs (*Insurance Act*)
 - Pensions Benefits Act



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Writ of Sequestration

- Directs sheriff to take possession of and hold the property of a debtor and collect the income from that property until the debtor complies with the order
- May only be issued with leave or varied on a motion and where the court is satisfied that other enforcement measures are likely to be ineffective
- Court may order that writ be enforced against all or part of a person's real and personal property



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Writ of Possession

- Leave of the court required, on motion without notice, or at time order entitling party to possession is made
- Only where court satisfied all persons in actual possession of any part of the land have received sufficient notice of the proceeding
- Effective for one year from date of order
- May renew before expiry by order for a period of one year from each renewal



Removal or Withdrawal of Writs

- Where fully satisfied by the sherrif, the sheriff shall withdraw it
- If satisfied by other means, the creditor is obliged to withdraw it (Rule 60.16)
- A writ may withdraw for another reason (i.e. settlement of a lesser amount) by either the lawyer who filed it or the creditor



Removal or Withdrawal of Writs

- **Bankruptcy**
 - Where a debt is released through an order of discharge in bankruptcy the debtor may request the withdrawal of a writ (Form 600)
 - If creditor contends that the debt survives bankruptcy (i.e. under s. 178 of the *Bankruptcy and Insolvency Act*) then creditor must make such a motion and deliver the notice of motion to the sheriff within 30 days



Removal or Withdrawal of Writs

- **Requisition must be accompanied by the Order being enforced and an affidavit stating:**
 - Date and amount of any payments received since the date of the Order.
 - The amount owing including post judgment interest.
 - Explanation of how the interest was calculated
 - Address of the debtor.
 - The name of each person to whom the garnishment is directed.
 - Statements identifying the creditor's entitlement to a garnishment from the person to be served.



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Garnishment

- **File Requisition, copy of order and supporting affidavit**
 - Leave is required if more than six years from date of Order
- **May be served on any party that owes money to the debtor, including:**
 - Banks
 - Employers
 - Insurance companies
 - Parties contracting with the Debtor



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Garnishment

- **Registrar issues a Notice of Garnishment and sends copy to Sheriff**
 - Only one debtor and one Garnishee per Notice
- **Effective for six years and may be renewed (Form 60G.1) with another affidavit**
- **Serve Notice of Garnishment on Debtor and Garnishee**
 - include blank garnishee's statement for Garnishee
- **Service may be effected by regular mail, personal service or by an alternative to personal service under Rule 16**



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Garnishment

- **Garnishee's Response**
 - Garnishee liable to pay to the sheriff any debt owed by the Garnishee to the debtor, up to the amount in the Notice, less \$10 for the cost of making the payment
 - Payments are for any debt owed at the time of service or for six years after the Notice was issued.
 - Complete Garnishee's Statement if dispute or object

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Garnishment

- **Section 7 of the Wages Act**
 - 80 percent of a person's "wages" are exempt from garnishment
 - "Wages" does not include statutory deductions, but does include insurance (i.e. disability) payments.
 - % may be increased or decreased on application to a judge by either party, with evidence that the "nature of the debt" warrants a greater or lesser exemption.

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Garnishment

- **Co-Owners of a Debt**
 - joint debts garnishable
 - If the Garnishee's Statement indicates that the debt sought is owed to co-owners, the creditor must serve any co-debtors with the Garnishee's Statement and a Notice to co-owner of the debt (Form 601.1) by personal service or an alternative
 - Co-owner of debt has 30 days to dispute the enforcement of the creditor's order under the *Creditors' Relief Act, 2010*

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Garnishment

- **Garnishment Hearing**
 - On motion by a creditor, debtor, garnishee, co-owner of a debt or “any other interested person”, the court may:
 - Order an assignee or encumbrancer of the debt to appear and explain the circumstances
 - Determine the rights of the garnishee, the debtor, a co-owner of the debt and any assignee or encumbrancer
 - Vary or suspend payments

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Garnishment

- **Liability of Garnishee**
 - If Garnishee does not pay the debt to the sheriff, and does not serve and file a Garnishee’s Statement, creditor can (with notice to the Garnishee) make a motion for an order against the garnishee for payment of any amount payable to the debtor by the Garnishee or the amount in the Notice, whichever is less
 - If the Garnishee pays someone other than the sheriff, the Garnishee remains liable to pay in accordance with the Notice

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Garnishment

- **Payment by Garnishee**
 - payment by Garnishee is a discharge of the debt to the extent of the payment
 - may take several weeks for the sheriff to process the payment
 - once amount owing is satisfied, creditor must serve a notice of termination (Form 60J) on the Garnishee and the sheriff

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Garnishment

- **Debt owed to co-owners**
 - If debt being garnished is owed to co-owners, the creditor cannot receive the money from the sheriff unless, the co-owners have not sought a hearing within 30 days of being served and the creditor:
 - Files proof of service with the court; and
 - Provides an affidavit stating that the co-owner is not a person under disability and the reason for that belief

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Contempt Orders

- **Can only be made to enforce an order requiring a person to do an act other than the payment of money. Examples include:**
 - Interference in a sheriff's sale
 - Refusal to pay under a garnishment
 - Non-attendance at an examination
 - Refusal to answer questions
 - Refusal to provide information as to the location of assets

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Contempt Orders

- **Contempt**
 - Defined in *R. v. Grey*, [1900] 2 Q.B. 36 at 40, as:
 - Any act done or writing published calculated to:
 - Obstruct or interfere with the due course of justice or the lawful process of the courts
 - Bring a court or judge into contempt, or to lower its authority
 - No proof of intention is required where recklessness or negligent behaviour is shown
 - breach of a court order to pay money is **not** contempt

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Contempt Orders

- **Motion for Contempt Order**
 - Must be served personally
 - Must be supported by affidavit evidence
 - May be sworn on information and belief but since a contempt order may include imprisonment, the evidence must be verifiable.

N.B. Contempt is rarely ordered on the first (or second, or sometimes third) motion for a Contempt Order

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Contempt Orders

- **Judge may order for Contempt:**
 - Warrant for arrest (Form 60K)
 - Order for imprisonment (warrant for committal (Form 60L))
 - Order for imprisonment if order is not complied with
 - Payment of a fine
 - To do or refrain from doing any act;
 - To pay costs or expenses of doing a thing; or
 - order sequestration against a person's property

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Foreign Judgments

- **Non-reciprocating Jurisdiction**
 - commence action for amount of debt
 - seek judgment on basis of foreign judgment
- **Reciprocating Jurisdiction**
 - Provide a process for the registration of an extra-provincial judgment without a court appearance
 - Based on the principal of comity

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Foreign Judgments

• Reciprocating Jurisdiction

- Application to Court to register judgment
- Certified copy of the Judgment is filed and registered
 - Notice to the debtor required *only* if debtor was not personally served or did not defend in the original jurisdiction
 - If *ex parte* then notice provided to debtor within one month after registration
 - Debtor must apply to set aside the judgment within one month of notice

Questions



**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

ABC CORPORATION INC.

Creditor

- and -

JOHN SMITH

Debtor

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BANKING INSTITUTION OF CANADA

Garnishee

GARNISHEE'S STATEMENT

1. I/We acknowledge that I/we owe or will owe the debtor or the debtor and one or more co-owners the sum of \$▶, payable on (date) because (Give reasons why you owe the debtor or the debtor and one or more co-owners money. If you are making payment of less than the amount stated in line 2 of this paragraph because the debt is owed to the debtor and to one or more co-owners or for any other reason, give a full explanation of the reason. If you owe the debtor wages, state how often the debtor is paid. State the gross amount of the debtor's wages before any deductions and the net amount after all deductions and attach a copy of a pay slip.)

- 1.1 (If debt owed to debtor and one or more co-owners, check here and complete the following:)

Co-owner(s) of the Debt (name, address)

2. (If you do not owe the debtor money, explain why. Give any other information that will explain your financial relationship with the debtor.)

- 3. (If you have been served with any other notice of garnishment or a writ of execution against the debtor, give particulars.)

Name of creditor	Location of Sheriff	Date of notice or writ	Date of service on you
------------------	---------------------	------------------------	------------------------

- 4. (If you have been served outside Ontario and you wish to object on the ground that service outside Ontario was improper, give particulars of your objection.)

Date	Signature of or for garnishee _____
	Name of garnishee _____
	Address _____

	Telephone number _____

QUESTIONS TO BE ASKED ON EXAMINATION OF JUDGMENT DEBTOR

- Confirm witness was served with Notice of Examination and Order.
- Ask if documents listed in Notice of Examination and the cover letter have been brought with the witness to the examination.
 - If not, ask why not and when the witness expects to be in possession of the documents.
- Obtain an U/T to provide copies of all documents listed in the Notice of Examination within 7 days from the date of the examination.

NOTE: If witness or counsel objects to certain questions, ask party to state for the record the reason for the objection (so that appropriate evidence available for motion, if necessary).

I. PARTICULARS OF PERSON EXAMINED

A – Personal History:

Full name (including middle names):

Birth Date:

Residence address: _____

Any other residences:

Citizenship?

Telephone:

Fax:

E-mail:

Do you ever use any other name(s)?

If so, what name(s)?

Other forms of salary or wages from employer:

- bonus schemes – amount? when?

- commissions – amount? When?

- fees – amount? When?

- merchandise – amount? When?

Are you in any way related to your employer? (family/shareholder?)

If unemployed, how much do you receive monthly? \$ _____

Do you receive any other payments monthly?

(If so, list and obtain particulars.)

Previous Employers:

Name

Address

How Long?

Have you ever been in business on your own?

When?

Where?

Nature of the business?

Inventory?

What?

Where Kept?

Have you ever had any employees?

Have you been involved in any partnerships?

When?

Where?

Have you ever carried on business under any trade or business name?

If so, what name?

Inventory?

What?

Where Kept?

Are you an Officer or Director of any corporation?

If so, which corporation(s)? (*explain nature of business of each and relationship to one another*)

Have you been an officer or director within the last two years? (*If so, obtain particulars.*)

Have you any part-time jobs? If so, where? (*name and address and particulars of position*)

When?

II. PARTICULARS OF PLACE OF RESIDENCE

A – *Type of Accommodation:*

Description of Property (*i.e. two-story, garage, number of bedrooms*):

Municipal address

Do you own it? (*i.e. absolute, beneficial, joint tenant or tenant in common*)

Legal Description of property

If yes, date of purchase:

– *reporting letter of purchase?*

Amount paid:

– *present value of property?*

– *air conditioning?*

– *type of heating, oil, gas or coal?*

– *number of square feet per floor?*

– *number of bathrooms?*

– *unfinished areas?*

Who lives there?

Particulars of Mortgage including: (*UT to produce copy of mortgage*)

Amount:

Balance Owing:

Terms:

Address of mortgagee:

B – *If residence is not Owned:*

Who does own building?

Name:

Address:

Do you pay rent?

If yes, how much?

When is rent due?

Is landlord related to you?

Is rent paid up to date?

To whom do you give the rent?

Do you pay rent by cash or cheque?

Who signs the cheque?

Is there a lease?

Who signed the lease?

III. PARTICULARS OF SPOUSE

Full Name:

Maiden Name (*if wife*):

Address:

Age:

Telephone:

Employment Status:

Unemployed:

Employed:

Self-Employed:

Part-Time:

Name of Employer:

Address:

Position:

Salary: _____

Telephone Number:

If relevant, ask about tips, bonuses, profit sharing, moneys owing by employer

When paid:

How long has he/she worked there?

Where did he/she last work?

Name:

Address:

Moneys due: \$ _____

How much: \$ _____

Any support to other people:

IV. PARTICULARS OF CHILDREN

<i>Name</i>	<i>Age</i>	<i>Address</i>	<i>Employed</i>
1.			Yes/No
2.			Yes/No
3.			Yes/No

Has child gone to private school?

If so, obtain particulars:

- name and location*
- number of years in attendance*
- tuition expenses – who pays?*

V. PARTICULARS OF PERSONAL BUDGET

Sources of Income and Expenses

<i>Income (Per Month)</i>		<i>Expenses (Per Month)</i>	
1. Weekly Salary	\$	1. Food	\$
2. Part-Time Income	\$	groceries	
3. Room and Board from Others		meals outside home	
	\$	2. Clothing	\$
4. Pensions	\$	3. Housing:	
5. Unemployment Insurance	\$	- rent or mortgage	\$
		- taxes	\$
		- fuel	\$
		- telephone	\$
		- cable	\$

6. Workers' Compensation	\$	- gardening	\$
		- snow removal	\$
7. Family Allowances	\$		
8. Annuities	\$	4. Transportation	\$
9. Inheritances	\$	5. Insurance – home and life	\$
10. Other	\$	6. Education and Recreation	\$
i.e. rental income	\$	7. Medical and Dental - Drugs	\$
interest	\$	8. Bank Loans	\$
dividends	\$	9. Toiletries	\$
tips	\$	10. Laundry	\$
commissions	\$	11. Deductions from	
royalties	\$	Income	\$
licence fees	\$	CPP	\$
bonuses	\$	U/C	
public assistance	\$	tax	
support from others	\$	pension	
TOTAL	<u>\$</u>	dues	
		insurance	
		support	
		RRSP	
		12. Other (specify)	\$
			\$
			<u>\$</u>

VI. ASSETS OTHER THAN WAGES

A – *Real Estate:*

Do you own any real estate? (*Obtain municipal address and legal description of each*)

<i>Street Address</i>	<i>City</i>	<i>Tenants</i>
1.		
2.		

3.

Do you own other real estate?

If not, when did you last own real estate?

How did you transfer it?

When?

To whom?

How much? \$ _____

Who was the solicitor acting on your behalf?

Do you own the furniture in your residence?

B – *Vehicles:*

- (i) Do you own (and/or lease or have the use of) an automobile or van? truck?
Yes/No

Make

Year

Model

Licence No.

Serial No.

VIN?

Where is it kept?

What use is made of it?

Value:

How much do you still owe on it?

\$ _____

To whom? Name:

Address:

Equity in owned vehicle?

What type of security is there for this debt?

Do you own any other automobiles?

- (ii) If no automobile owned, do you drive an automobile? Yes/No
(If yes, ask particulars above and who does own the car.)

When did you last own an automobile?

To whom sold: Amount: \$ _____

Security taken: By whom?

Were there any liens on the vehicle?

- (iii) Do you own/) a tractor?
- lease/) a snowmobile?
- or have the use of) an airplane?
-) a motorcycle?
-) a motor or sail boat?

(If yes to any one or more, ask particulars.)

Where? License or registration number? Value?

C – *Bank Accounts:*

- (i) Do you have any bank accounts, credit union accounts or trust company accounts?

Yes/No

If yes:

<i>Bank</i>	<i>Address</i>	<i>Type & Acct. No.</i>	<i>Balance</i>
1)			
2)			
3)			
4)			

(Obtain statements and entry books.)

If no: When did you last have a bank/trust company account?

Where?

When did you close it?

When did you last have any claim to or interest in any bank account in any name?

When did you last draw a cheque?

To whom was that cheque payable?

Amount:

What was it given for?

Have you ever had the right of access to any safe deposit box?

Box No.:

Bank:

Address:

When was the last time you had a safe deposit box?

Do you have any term deposits?

When was the last?

D – *Specific Assets: (Check tenant's or home owner's insurance policy.)*

Yes No Describe

- 1) Mortgages
- 2) I.O.U.'s
- 3) Promissory notes
- 4) Loan agreements
- 5) Other security for payment of money
- 6) Government bonds
- 7) Other bonds
- 8) Common stock in public and private
- 9) Preferred stock in corporations
- 10) R.R.S.P.
- 11) Television set
- 12) Refrigerator
- 13) Stove
- 14) Washer and dryer
- 15) Furniture
- 16) Fur coats
- 17) Jewellery
- 18) Stereo
- 19) Freezer
- 20) Microwave
- 21) Silver or gold ware
- 22) Works of art
- 23) Horses and/or boats

- 24) Any interest in any patent
copyright, process, formula,
invention or royalties
- 25) Pensions
- 26) Lottery tickets
- 27) Special collections such as coins
and stamps
- 28) Liquor

E – *Life Insurance*

Do you carry life insurance on yourself? Yes/No

Check, whether term, group or whole life. If yes, please give following information:

<i>Name of Ins. Co.</i>	<i>Policy No.</i>	<i>Amt. of Policy</i>	<i>Beneficiary</i>	<i>Premium</i>	<i>Who Pays Premium</i>	<i>Cash Surrender Value</i>
-----------------------------	-------------------	---------------------------	--------------------	----------------	-----------------------------	-------------------------------------

- 1.
- 2.
- 3.
- 4.
- 5.

Do you carry life insurance on your spouse or any person in whom you have an interest?

If yes, please give following information:

<i>Name of Ins. Co.</i>	<i>Policy No.</i>	<i>Amt. of Policy</i>	<i>Beneficiary</i>	<i>Premium</i>	<i>Who Pays Premium</i>	<i>Cash Surrender Value</i>
-----------------------------	-------------------	---------------------------	--------------------	----------------	-----------------------------	-------------------------------------

- 1.
- 2.
- 3.
- 4.
- 5.

F – *Moneys Owing to Defendant:*

Is there money owing to you? Yes/No

If yes, give the following information:

<i>Name of Debtor</i>	<i>Address</i>	<i>Amount</i>	<i>Security Held</i>
-----------------------	----------------	---------------	----------------------

- 1.
- 2.

G – *Miscellaneous:*

i) How much money are you carrying right now? \$ _____

ii) Have you any income from any other source whatsoever?

- iii) Have you made a will?
- iv) Have you any interest as beneficiary, remainderman, right of reversion, executor, administrator, trustee, guardian or otherwise under any will or *inter vivos* of trust or in any estate?
- v) Have you ever been a party to a trust agreement or other trust instrument? Did you at any time put any money or property of any kind in trust for yourself or anyone else?
- vi) Have you received any money or property of any kind under any will or by inheritance or from any estate?
- vii) Do you have any business deals pending which will likely give you money?
- viii) Have you any assets outside Ontario?

VII. ASSETS OF SPOUSE AND CHILDREN

A – Real Estate:

Does your spouse own any real estate? Yes/No

Do your children own any real estate? Yes/No

Locations:	Street Address	City	Tenants
------------	----------------	------	---------

- 1.
- 2.
- 3.

Where did they last own real estate? (*Give details above.*)

B - Automobiles:

i)	Make Licence No.	Year	Model Serial No.
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Where kept?	What use made of it?
-------------	----------------------

How much does he/she still owe on it? \$ _____

To whom?	Address:
----------	----------

Equity in owned auto?

What type of security is there for this debt?

Does he/she own any other cars?

ii) If no automobile owned, does he/she drive an automobile? Yes/No
(*If yes, ask particulars above.*)

iii) When did he/she last own an automobile? Date _____

To whom sold:	Amount:
---------------	---------

Security takes

Name:

Address:

Telephone:

C – *Bank Accounts:*

- i) Do your spouse or children have any bank accounts? Yes/No
If yes, give the following information:

<i>Bank</i>	<i>Address</i>	<i>Type and No.</i>	<i>Amount</i>
-------------	----------------	---------------------	---------------

1.

2.

3.

4.

Do you give them any money to put in the account(s)?

If yes, how much?

When?

If no, where did they get it?

VIII. LIST OF CREDITORS

Present debts (approximate) \$ _____

Please list your debts for me, giving the following information:

<i>Name of Creditor</i>	<i>Address</i>	<i>Amount</i>	<i>Security Held</i>	<i>Judgment</i>
-------------------------	----------------	---------------	--------------------------	-----------------

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Give details of payments to other creditors:

Who?

How much?

When?

Why?

What is the cause of your financial difficulty? Explain briefly:

- i) Do you hold property in trust for anyone else? (*particulars*)
- ii) During the past year did you guarantee any indebtedness for anyone?
- iii) During the past year did you make or endorse any paper for anyone?
- iv) When did you last apply for or obtain a loan at any bank, finance company, or other lending institution or from any non-lender, or any corporation, or person whatsoever?

- v) Are you holding in your name or possession for the benefit of anyone else any property of any kind whether real property, personal property, personal property or otherwise?

- vi) Is anyone holding your property in trust for you?

IX. MISCELLANEOUS

- i) Have you any judgment or interest in any judgment against anyone or company?

- ii) Have you any claim of any kind against anyone?
- iii) Have you any interest of any kind in any mortgage or any lease or interest in any leasehold on any real or personal property?
- iv) Are you a party to any agreement of any kind with anyone?
- v) Are you a party to any action now pending in the courts?
- vi) Have you filed your income tax return for the last two years? Where? (*Obtain a copies*). Any tax refunds?

- vii) Have you ever been bankrupt? (*If so, obtain particulars.*)
- viii) When did you take your last vacation? (*If recently, obtain particulars.*)

(If some other person or corporation is in possession of the judgment debtor's property, examine that person or corporation. Therefore, ask questions seeking to get such information.)

X. DISPOSITION OF ASSETS

- i) Have you sold any of the assets in the above questions from the debt date to present?

- ii) Have you transferred any of the assets in the above questions from the debt date to present?

(A debtor should be able to account for every valuable asset that he or she had at the debt date and every asset he or she acquired from that date to the present.)

- iii) Ask debtor if he/she gave his/her spouse presents for Christmas. What were they?
- iv) Have you allowed anyone to use your land or property free of charge?
Nominal charge?
- v) Have you assigned or transferred any of your property to anyone by way of security within the last five years?

XI. PROPOSED SETTLEMENT

The amount owing to our client is \$_____. Is there any possibility that you may be able to get the money together to pay this debt?

If yes: When?

What terms?

Suggested payment:

\$_____ per week, month; payments to be made starting _____.

What arrangements have you made for paying this judgment?

Why has the judgment not been paid?

QUESTIONS TO BE ASKED ON JUDGMENT DEBTOR EXAMINATION – CORPORATION

I. BACKGROUND INFORMATION ON CORPORATION

1. Name?
2. Position with company?
3. How long have you been with company?
4. What position have you held?
5. Company's full name?
6. Trade or business names?
7. Address (including head office, offices, plants, sites, warehouses):
8. What business is company in?
9. When was the company incorporated? Corporation number?
- copy of articles of incorporation? U/T
10. What are objects of corporation?
11. Is company currently carrying on business?

ii) Shares

12. How many shares were originally issued?
13. What type of shares
14. Are they paid for?
15. Who are present shareholders?
16. Have any loans been made to shareholders?
Copies of documents in that regard? U/T
17. Who are the officers and directors of the corporation?

18. Name and address of officers and directors?

iii) Employees

19. How many?

20. When are they paid?

21. Is there any money owing to them?

22. Details regarding payroll (including amount)

- copy of any relevant records? U/T

23. What are salaries of officers and directors?

24. Are any bonuses payable to officers and directors?

iv) Premises

25. Does the company lease or own its premises?

- deal with all the premises listed in question 7

If the company leases any of its premises, provide a copy of lease and details of lease as follows:

Property address	Property type	Landlord Name/Address	Rent amount	When due	Subtenants

26. Is rent up to date?

27. What carrying charges is the company paying in relation to this property (e.g. taxes, insurance?)

II ASSETS

I) Real Estate

28. Does the company own any real estate in Ontario?

Address	Type/Size	Legal Desc	Value	Encumbrances

29. When was property purchased?

30. How was the purchase financed?

31. Are there any tenants on the property?

32. Does the company own any real property outside Ontario (including outside Canada)?

33. When was property purchased?

34. How was the purchase financed?

35. Are there any tenants on the property?

If so, what rent are they paying? Provide copy of lease

36. What real property did the company own in the last five years?

Address	Legal Desc.	Type	Price	Purchaser

37. What happened to proceeds of sale of the property?

ii) Automotive Equipment

38. What automotive equipment does the company own?

Year, make and model	Licence No.	Serial No.	Colour	Location	Value

39. What security has the company granted on the vehicles?

40. What encumbrances are there on the vehicles? (e.g. lien)

41. Provide copy of ownership documents

iii) Inventory

42. What inventory does the company have?

43. What does it consist of?

44. Where is it located?

45. What is its value?

46. Has the company granted a security interest in the inventory to a creditor? If so, what type of security?

47. Has the company returned any goods to its creditors out of the usual course of business? (To who, when, why, what)

iv) Equipment

48. What equipment does the company own?

Location	Description	Value	Encumbrances

49. Has the company sold any of its equipment in the last five years ?

50. If so, when, to whom and at what price?

v) Trade Fixture and Office Equipment

51. What fixtures does the company own?

52. What office furniture does the company own?

vi) Share interests

53. Does the company have any shares or interests in any other company or companies?

Company	Address	Interest	When obtained	Value

vii) Accounts receivable

54. What accounts receivable does the company have?

55. What persons, companies or other entities owe the company money? What are their addresses?

- 56. Provide copies of invoices, correspondence, Orders or any other documents relating thereto.
- 57. What steps has the company taken to collect the accounts receivables?
- 58. Has the company assigned any of the accounts receivable to a creditor?
- 59. If so, to whom?

Address of creditor	When A/R assigned	Why A/R assigned?

- 60. Produce copies of the assignment or security documents
- 61. What accounts receivable have not been assigned?
- 62. Does anyone owe the company money for any other reason? If so, provide details of the debt and the steps taken by the company to collect.

viii) Other Assets

- 63. Does the company own any of the following: stocks, bonds, shares, promissory notes, loans, mortgages, commercial paper, IOUs, bills of exchange?

Type	Description	Number	Location	Amount

- 64. Produce copies of any documents relating thereto.

IV LIABILITIES

- 65. What creditors does the company have?

66. What are the company's debts?

e.g. liens, taxes, etc.

67. Provide copies of any documents in relation to these debts such as Court documents, correspondence, demand letters, notices and invoices.

68. What loans does the company have (e.g. term loan, line of credit, letter of credit)?

69. Has the company guaranteed the debts of any person, company or entity? When?

70. Has demand been made under the guarantee?

71. Provide a copy of the guarantee.

72. Are there any judgments outstanding against the company?

In Favour Of	Date of Judgment	Amount	Amount Outstanding	Payments

73. Is the company capable of paying its debts?

74. Does the company dispute any of the debts? If so, what steps has it taken in that regard?

V. THE COMPANY'S BANK

75. Where does the company bank (i.e. bank, credit union, trust company)?

Financial Institution	Branch address	Account type	Account No.	Balance

76. Provide bank statements for the last two years

77. What security does the bank have? Provide copies thereof
78. Does the bank hold an assignment of the company's receivables? Provide copies.
79. Does the bank hold any chattel mortgages ? Provide copies.
80. Does the bank hold any security under section 427 of the *Bank Act*? Provide copies.

VI THE COMPANY'S BOOKS AND RECORDS

81. Where are the company's books and records located?
82. Would you undertake to provide me with a letter of authority to inspect and copy the books and records? .
83. Where are the company's minute books? Produce the minute books.
84. Where are the company's accounting records (e.g. ledgers, etc.)? Provide copies.
85. Does the company have an accountant? What records does he or she have? Will you authorize me to obtain copies of same from him or her?
86. Provide copies of the company's financial statements for the last five years.
87. When did the company last show a profit?
88. What has been the company's profit/loss in the last five years?
89. What happened to last year's profit?

VII THE COMPANY'S INCOME AND EXPENSES

90. What are the company's monthly expenses and operating costs (list)?
91. What is the company's monthly gross revenue?

VIII LITIGATION

92. Is the company involved in any litigation?

Plaintiff	Defendant	Nature of action	Stage	Value

- 93. Who is the company lawyer?
- 94. Provide a copy of the pleadings.

IX MISCELLANEOUS

- 95. Does the company hold life insurance over an of its employees? If so,

Over Whom	Insurance Co.	Policy No.	Cash value	surrender

- 96. Does the company have any other:
 - Assets?
 - Income?
 - debts?
 - Liabilities?
- 97. What are the company's future plans?
- 98. Is the company prepared to enter into a payment schedule (e.g. post-dated cheques) with respect to this Judgment?

Subject to the undertakings, under advisements, questions refused and any questions arising therein, those are my questions, we are adjourned. Thank you.

TOR_LAW\6440377\1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

ABC CORPORATION INC.

Creditor

- and -

JOHN SMITH

Debtor

- and -

BANKING INSTITUTION OF CANADA

Garnishee

NOTICE OF GARNISHMENT

TO BANKING INSTITUTION OF CANADA
 123 Avenue Road
 Toronto, ON M5G 3R2

A LEGAL PROCEEDING in this court between the creditor and the debtor has resulted in an order that the debtor pay a sum of money to the creditor. The creditor claims that you owe a debt to the debtor. A debt to the debtor includes both a debt payable to the debtor and a debt payable to the debtor and one or more co-owners. The creditor has had this notice of garnishment directed to you as garnishee in order to seize any debt that you owe or will owe to the debtor. Where the debt is payable to the debtor and to one or more co-owners, you must pay one-half of the indebtedness or the greater or lesser amount specified in an order made under subrule 60.08 (16).

YOU ARE REQUIRED TO PAY to the Sheriff of the City of Toronto,

- (a) within 10 days after this notice is served on you, all debts now payable by you to the debtor; and

- (b) within 10 days after they become payable, all debts that become payable by you to the debtor within 6 years after this notice is served on you,

subject to the exemptions provided by section 7 of the *Wages Act*. The total amount of all your payments to the sheriff is not to exceed \$42,881.24 less \$10 for your costs of making each payment.

EACH PAYMENT MUST BE SENT with a copy of the attached garnishee's payment notice to the sheriff at the address shown below.

IF YOU DO NOT PAY THE TOTAL AMOUNT OF \$42,881.24 LESS \$10 FOR YOUR COSTS OF MAKING EACH PAYMENT WITHIN 10 DAYS after this notice is served on you, because the debt is owed to the debtor and to one or more co-owners or for any other reason, you must within that time serve on the creditor and the debtor and file with the court a garnishee's statement in Form 60I attached to this notice.

IF YOU FAIL TO OBEY THIS NOTICE, THE COURT MAY MAKE AND ENFORCE AN ORDER AGAINST YOU for payment of the amount set out above and the costs of the creditor.

IF YOU MAKE PAYMENT TO ANYONE OTHER THAN THE SHERIFF, YOU MAY BE LIABLE TO PAY AGAIN.

TO THE CREDITOR, THE DEBTOR AND THE GARNISHEE.

Any party may make a motion to the court to determine any matter in relation to this notice of garnishment.

Date _____	Issued by _____	Local registrar _____
	Address of court office _____	393 University Ave. - 10th Fl. Toronto, Ontario M5G 1E6
Creditor's address _____	Debtor's address _____	Sheriff's address _____
ABC Corporation Inc. c/o LAWYERS LLP ATTN: Jane Doe 150 King St. W., Suite 700 Toronto, ON M5H 3E5	John Smith 456 University Ave. Toronto, ON M5H 3E9	Sheriff's Office City of Toronto 393 University Ave., 19 th Fl Toronto, ON M5G 1E6
telephone no. 416.555.5555	416.222.2121	416.327.5600

GARNISHEE'S PAYMENT NOTICE

Make payment by cheque or money order payable to the Sheriff of the City of Toronto and send it, along with a copy of this payment notice, to 393 University Ave, 19th Fl., Toronto, ON M5G 1E6.

Court	Ontario Superior Court of Justice	File no.	CV-14-123456
Office at	393 University Ave., 10 th Floor Toronto, ON M5G 1E6		
Creditor	ABC Corporation Inc.		
Debtor	John Smith		
Garnishee	Banking Institution of Canada		

TO BE COMPLETED BY GARNISHEE FOR EACH PAYMENT

Date of payment _____
Amount enclosed \$ _____

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

ABC CORPORATION INC.

Creditor

- and -

JOHN SMITH

Debtor

- and -

BANKING INSTITUTION OF CANADA

Garnishee

REQUISITION FOR GARNISHMENT

TO: The Local Registrar at 393 University Ave. - 10th Fl., Toronto, Ontario, M5G 1E6

I REQUIRE a notice of garnishment to be issued in this proceeding, in accordance with the attached draft Form 60H. The total amount to be shown in the notice of garnishment is \$42,881.24, made up as follows:

1. \$41,575.89 for principal owing under the judgment, including prejudgment interest.
2. \$1,150.00 for the costs of the action.
3. \$50.00 for the preparation of documents in connection with issuing, renewing and filing with the sheriff a writ of execution or notice of garnishment.

4. \$105.35 for postjudgment interest to today's date.

Date March 15, 2014

Jane Doe

LAWYERS LLP
Barristers & Solicitors
150 King St. W., Suite 1700
Toronto, ON M5H 3E5

Jane Doe (54351P)
jane.doe@lawyers.ca
Tel: 416.555.5555
Fax: 416.555.5556

Lawyers for the Creditor, ABC Corporation
Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

ABC CORPORATION INC.

Creditor

- and -

JOHN SMITH

Debtor

REQUISITION FOR WRIT OF SEIZURE AND SALE

TO THE LOCAL REGISTRAR at Toronto

I **REQUIRE** a writ of seizure and sale pursuant to a judgment of this court made on August 31, 2014, in favour of the Plaintiff, directed to the Sheriff of the City of Toronto against the real and personal property of:

Surname of individual or name of corporation, firm, etc. SMITH

First given name (individual only) JOHN	Second given name (individual only if applicable)	Third given name (individual only if applicable)
--	---	--

and to realize from the seizure and sale the following:

- (a) \$41,575.89 for principal owing under the judgment plus interest at the rate of 2.0 per cent per year commencing on August 31, 2014;

- (b) \$1,150.00 for costs together with interest at the rate of 2.0 per cent per year commencing on August 31, 2014; and
- (c) the Sheriff's fees and expenses in enforcing the writ.

No payments have been received since the judgment was made.

Date: October 15, 2014

Jane Doe

LAWYERS LLP
Barristers & Solicitors
150 King St. W., Suite 1700
Toronto, ON M5H 3E5

Jane Doe (54351P)
jane.doe@lawyers.ca
Tel: 416.555.5555
Fax: 416.555.5556

Lawyers for the Creditor, ABC
Corporation Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

ABC CORPORATION INC.

Creditor

- and -

JOHN SMITH

Debtor

WRIT OF SEIZURE AND SALE

TO: The Sheriff of the City of Toronto

Under a judgment of this court made on August 31, 2014, in favour of ABC CORPORATION INC., YOU ARE DIRECTED to seize and sell the real and personal property within your county or district of

Surname of individual or name of corporation/firm etc.

SMITH

First given name (individual only)

JOHN

Second given name (individual only) (if applicable)

Third given name (individual only) (if applicable)

and to realize from the seizure and sale the following sums:

- (a) \$41,575.89 and interest at 2.0 per cent per year commencing on August 31, 2014;
- (b) \$1,150.00 for costs together with interest at 2.0 per cent per year commencing on August 31, 2014; and
- (c) your fees and expenses in enforcing this writ.

YOU ARE DIRECTED to pay out the proceeds according to law and to report on the execution of this writ if required by the party or solicitor who filed it.

Dated at _____
on _____

Issued by _____
Registrar

Address of court office 393 University Ave. - 10th Fl.
Toronto, Ontario
M5G 1E6

ABC CORPORATION INC.
Plaintiff

- and -

JOHN SMITH
Debtor

Court file no. CV-14-123456

FEES		
Fee	Item	Officer
	Paid for this writ	
\$50	Lawyer's fee for issuing writ	
	First renewal	
	Second renewal	
	Third renewal	

RENEWAL	
Date	Officer

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT TORONTO

WRIT OF SEIZURE AND SALE

Creditor's name ABC CORPORATION INC.

Creditor's address 290 Pine Rd.
Toronto, ON M16 3Z2

Lawyer's name Jane Doe
Lawyers LLP

Lawyer's address 1700 – 150 King St. W.
Toronto, ON M5H 3E5

Lawyer's telephone 416.555.5555