**Form 29**

Rule 448(2)(c)

**RECEIVER'S BOND**

The Honourable [*name of judge*] has approved of and allowed this bond this [*date*].

Registrar

1. We [*name, address and description of receiver*] "the receiver" and [*name, address and description of sureties*] "the surety" are jointly and severally bound unto the State Crown in the sum of [*amount of bond*] to be paid to the State Crown; and

2. We and each of us, for ourselves, our executors and administrators [*or, if a surety is a corporation, for its successors*], do bind and oblige ourselves for the whole of the said payment.

Sealed with our seals.

Dated

Whereas, by an order of the Supreme Court of Tasmania made by the Honourable [*name of judge*] on [*date of order*] in [*describe proceedings and the parties thereto*] it was ordered that [*recite so much of order as may be necessary*].

And whereas the judge –

1. has approved of the receiver as a proper person to be such receiver [*or receiver and manager*]; and

2. has directed the surety to give security in the sum of [*amount*]; and

3. has approved of the surety as sureties for the receiver in the said sum of [*amount of bond*], and has also approved of the above bond with the underwritten conditions [*if a recognisance also is required, together with a recognisance entered into by the receiver and the surety in the penal sum of [amount] and bearing date* [*date*]], as a proper security to be entered into by the receiver and the surety in accordance with the said order in respect of the period for which the receiver has been appointed such receiver [*or receiver and manager*] and of any extended or further period during which the receiver may be continued or appointed such receiver [*or receiver and manager*].

And whereas by way of confirmation of such approval the Registrar of the Supreme Court has signed in the margin of this notice [*and of the said recognisance*].

The conditions of the above-written bond are as follows:

1. If the receiver –

(a) duly accounts for all money or other property which the receiver receives or is liable to pay on account of the [*follow words of order*] in respect of the period for which the receiver has been appointed such receiver [*or receiver and manager*] and of any extended or further period during which the receiver may be continued or appointed such receiver [*or receiver and manager*]; and

(b) duly pays the balance which from time to time is to be certified to be due from the receiver as the Court or a judge may direct; and

(c) gives immediate notice to the Court if any of the receiver and the surety is to become bankrupt [*or, if a surety is a corporation, become insolvent, go into liquidation or be dissolved*] –

then it is to be void and of no effect, otherwise it is to be and remain in full force.

2. If the receiver is to not for every successive term of 12 months, to be computed from the [*specify date*] within 15 days after [*specify day and month*] in each and every year pay, to [*name of relevant surety*] the annual premium of [*specify amount*] then, after such default in payment, a judge, on the application of [*name of relevant surety*] may order that all further liability of [*name of relevant surety*] is to cease and determine from such time as the judge may direct, save and except in respect of any loss or damage occasioned by any earlier act or default of the receiver in relation to the duties as receiver [*or receiver and manager*].

3. A certificate under the hand of the Registrar of the amount which the receiver as such receiver [*or receiver and manager*] is liable to pay and has not paid and stating that this bond has become forfeited to the amount of the sum stated in such certificate is to be sufficient and conclusive evidence against any person liable on this bond and as between such persons and is to form a valid and binding charge against them and each of them without it being necessary for any of them first to take legal or other proceedings for the recovery of that amount.

It is agreed between the receiver and the surety –

1. That on being discharged from office or on ceasing to act as receiver [*or receiver and manager*], the receiver will forthwith give notice of that fact in writing to the surety and furnish to the surety an office copy of any order discharging the receiver from office as such receiver [*or receiver and manager*]; and

2. That the receiver and the executors and administrators of the receiver, at all times is to protect the surety and the property of the surety from and against all loss and damage, costs and expenses which the surety at any time may sustain or be put into, by reason or in consequence of the surety having entered into this bond for and at the request of the receiver.

In witness etc

[Signatures and seals]