A COMPREHENSIVE GUIDE TO

Judicial Bonds

(Court Bonds)

A Practitioner's Reference to the Judicial Bond Inventory

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An authoritative reference from a federally authorized surety practice — three decades of placement experience across every U.S. court.

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Introduction

A judicial bond — interchangeably called a court bond — is a financial guarantee required by a court of competent jurisdiction at a particular moment in a civil proceeding. The bond stands behind a party's promise to perform a specified obligation. If the party fails, the surety pays the protected party up to the bond limit, and the principal repays the surety under an indemnity agreement signed at issuance.

This guide is written for the practitioner, the litigant, the fiduciary, and the in-house counsel who need to understand the court bond landscape without becoming a surety underwriter. It surveys the principal categories of judicial bond required by U.S. courts — appellate, plaintiff, defendant, fiduciary, and the smaller specialty instruments — and explains how each one functions, why a court requires it, and how to obtain one when the order arrives. The bond inventory evolves as legislatures enact new procedural remedies and as courts develop new appointed-fiduciary practice; no published guide is permanently exhaustive. The bonds covered here are the ones counsel encounters most frequently.

Court bond practice is procedurally distinct from contract surety (performance and payment bonds on construction projects), commercial surety (license and permit bonds), and fidelity. A judicial bond is ordered or required at a particular point in the life of a lawsuit, an estate administration, a guardianship, or an admiralty action. It is rarely the centerpiece of the matter. It is usually a procedural prerequisite — the gate counsel must pass through to proceed. But the consequences of failing to obtain the bond on the court's timeline are severe: dismissal of the action, denial of the stay on a judgment, loss of possession of property, removal of the fiduciary, or worse.

The guide is organized by category. Within each category each major bond instrument has its own section, with a plain-English explanation of what the bond does, who the parties are, what triggers the requirement, what statute or rule governs it, what the bond typically costs, and what the principal must do to obtain it. A glossary follows at the end.

Voluntary vs. Compulsory: How Court Bonds Divide

The fundamental organizing principle of judicial bonds is whether the party seeks the bond voluntarily as part of a chosen remedy, or whether the bond is forced on the party by court order as a procedural condition. In practice, this is the plaintiff/defendant split, though the labels are imperfect.

Plaintiff bonds — voluntary, posted to obtain a remedy

Plaintiff bonds are voluntary. The plaintiff has chosen to invoke an extraordinary remedy — a temporary restraining order, a preliminary injunction, an attachment, a replevin, a garnishment — that involves seizing the defendant's property, freezing the defendant's accounts, or restraining the defendant's conduct before any judgment on the merits. The court, in fairness to the defendant, requires the plaintiff to post a bond as security in case the remedy turns out to have been wrongfully obtained. If the plaintiff loses, or if the defendant is later determined to have been wrongfully restrained or wrongfully deprived of property, the bond pays the defendant's resulting damages.

The plaintiff is the principal on these bonds. The defendant is the obligee. The bond runs while the underlying matter is litigated and terminates when the case resolves. Plaintiff bonds are written same-day or next-day on standard application terms for principals with conventional financial position, and they are rarely contested in any meaningful way.

Defendant bonds — compulsory, posted to escape a remedy

Defendant bonds are compulsory in the sense that the defendant did not choose to be sued, did not choose to have property seized, did not choose to have wages garnished. The defendant posts the bond not to obtain a remedy but to escape one — to recover possession of attached or replevied property, to release garnished accounts, to remove a mechanic's lien from a parcel of real property so it can be sold or refinanced, to stay execution on a money judgment during appeal.

On these bonds the defendant is the principal. The plaintiff (or lien claimant, or judgment creditor) is the obligee. The bond runs through to final disposition of the underlying claim. If the defendant ultimately loses, the bond pays the plaintiff the judgment up to the bond limit. The defendant's exposure is real, and these bonds — particularly supersedeas and mechanic's lien release bonds — are collateral-typical, meaning the principal must post collateral equal to the bond penalty as security for the surety's indemnity right.

Fiduciary bonds — a separate category

Fiduciary bonds occupy a third category. They are not strictly plaintiff bonds or defendant bonds; they exist because a court has appointed a person to hold and manage property belonging to others — a decedent's estate, a minor child, an incapacitated adult, a trust, a receivership estate. The fiduciary is the principal; the beneficiaries (heirs, the ward, the trust beneficiaries) are the obligees, sometimes through the court. The bond guarantees that the fiduciary will perform their appointment faithfully. Fiduciary bonds run for the duration of the appointment, often years.

Admiralty stipulations — a federal carve-out

Federal admiralty practice operates substantially in rem — actions are brought against a vessel, cargo, or other maritime property rather than against the owner directly. Federal admiralty 'bonds' are called stipulations, governed by the Supplemental Rules for Certain Admiralty and Maritime Claims. They function similarly to defendant bonds — the party whose vessel or cargo has been arrested posts the stipulation to release the property pending adjudication — but the procedural framework is federal admiralty rules, not state seizure-remedy practice.

Section I — Appellate Bonds

Appellate bonds are posted by a party who has lost in the trial court and seeks appellate review. The bonds stay execution of the adverse judgment during the appeal, so that the prevailing party cannot collect — through garnishment, abstracts of judgment against real estate, executions on personal property — until the appellate court has ruled.

BOND 01

Supersedeas Bond (Appeal Bond)

The supersedeas bond is the principal appellate instrument. The terms 'supersedeas bond' and 'appeal bond' are often used interchangeably, though strictly speaking the supersedeas bond is the type that suspends enforcement of a money judgment during appeal, while the broader category 'appeal bond' includes other appellate-stage bonds.

A trial court has entered judgment against the appellant. The clock starts immediately — the prevailing party can record an abstract of judgment against the appellant's real estate, garnish the appellant's accounts, levy on personal property. A notice of appeal does not stop this. The supersedeas bond is what stops it. The appellant posts surety equal to (typically) the judgment plus interest and, in many states, costs. The trial court approves the bond. Execution is stayed. The appellate court reviews the matter on its merits.

Different jurisdictions size the bond differently. Cap states limit the bond amount to prevent it from foreclosing appellate review in large-judgment cases: Texas at the lesser of half net worth or $25 million under §52.006; Florida at $50 million under §45.045; Alabama at 125% or $125 million under §6-12-2; Mississippi at $100 million under §11-51-79; Tennessee at $75 million under §27-1-124; South Carolina at $25 million under §18-9-130; North Carolina at $25 million under §1-289; Ohio and Missouri at $50 million for tort cases. Multiplier states use a percentage formula: California at 1.5 times the judgment under CCP §917.1; Pennsylvania at 120% under Rule 1735; Mississippi, Tennessee, South Carolina, and Georgia at 125%; Michigan at 1.25 under Court Rule 7.209. Open states have no statutory cap — the bond runs at the full judgment plus interest plus costs.

Supersedeas bonds are collateral-typical because of how carriers view the underlying risk. Most appeals are not reversed; the surety expects to pay most bonds it issues on the merits, with recovery limited to whatever indemnity the surety can collect from the appellant after paying the appellee. Full collateral equal to the bond penalty is the standard placement. Cash, irrevocable letter of credit, and U.S. Treasury securities (for bonds over $5 million) are the three accepted forms. Non-collateralized placement is available through non-standard underwriting programs for applicants with substantial unencumbered net worth and strong liquid position, with audited financials and full personal financial statements required.

> **Carrier risk view:** *High risk. Loss expectancy on supersedeas placements is materially above the carrier's commercial surety book average. Most appellate decisions affirm the trial court, the appellant has already had its day, and the surety is on the hook for the affirmed judgment. Almost universally collateralized at 100% of the bond penalty.*

BOND 02

Cost Bond on Appeal

The cost bond on appeal is a more limited appellate instrument. It secures only the appellee's recoverable costs on appeal — not the judgment itself, not damages. Federal practice is governed by Federal Rule of Appellate Procedure 7, which authorizes the district court to require the appellant to post a bond for costs on appeal. The bond is not automatic; the appellee must move for it, and the court has substantial discretion.

Most state appellate procedures contain analogous provisions. The cost bond is procedurally distinct from a supersedeas bond, though many state rules allow a single bond to satisfy both purposes if the amount is sufficient. Cost bonds are small — typically four-figure penal sums — and are written same-day on a one-page application without collateral.

> **Carrier risk view:** *Low risk. Penal sums are small, the trigger is recoverable costs only (not damages or judgment), and the underlying obligation is procedurally bounded. Carriers price these as a routine accommodation to the appellate bar.*

BOND 03

Admiralty Stipulation for Value on Appeal

Federal admiralty appellate practice uses a distinct instrument — the stipulation for value on appeal, governed by Supplemental Rule E and the general framework of federal admiralty procedure. The functional role is the same as a supersedeas bond: the appellant in a maritime case posts surety to stay execution of the lower court's judgment pending appeal. The terminology and form are admiralty-specific, and the underwriting follows federal admiralty practice rather than state appellate rules. Bonds in this category run into the millions for large vessel valuations and cargo claims.

> **Carrier risk view:** *High risk. Same loss expectancy as supersedeas with the added complications of in rem priority, vessel and cargo valuation disputes, and federal admiralty procedure. Collateralized at 100% of bond penalty without exception. Underwritten by specialty desks only.*

Section II — Plaintiff Bonds (Voluntary)

Plaintiff bonds are required when a plaintiff invokes an extraordinary pre-judgment remedy — a court order that affects the defendant's property or conduct before any adjudication of the merits. The bond protects the defendant against wrongful application of the remedy. If the plaintiff loses or the remedy is later set aside, the bond pays the defendant's resulting damages.

BOND 04

Temporary Restraining Order (TRO) Bond

A TRO is an immediate, short-duration court order restraining the defendant from a specified action — often issued ex parte (without notice to the defendant) and lasting only days. Federal Rule of Civil Procedure 65(c) requires the movant to give security in an amount the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined. Most state rules follow the same framework. The bond size is set by the court at the TRO hearing, and the bond must typically be in place before the TRO issues.

TRO bonds are emergency-paced. Counsel calls the underwriting desk, often the same day the TRO is being sought, with the proposed bond amount and a one-page financial statement for the plaintiff. Underwriting issues the bond in PDF for immediate filing with the court. Cost is typically a percentage of the bond penalty; collateral is rarely required for small TROs but is standard for large commercial restraining orders.

> **Carrier risk view:** *Low to moderate risk. The plaintiff has invoked the remedy voluntarily; the trigger for surety liability is a finding that the TRO was wrongfully obtained, which is a procedurally distinct adjudication that rarely produces a payable loss. Most carrier exposure comes from commercial TROs where wrongful-injunction damages can be substantial; routine TROs in domestic and small-business contexts are low-loss.*

BOND 05

Preliminary Injunction Bond

The preliminary injunction follows the TRO. It is a longer-duration restraint, typically running until trial. The bond is again required under FRCP 65(c) and state analogs, and the bond amount is set by the court at the preliminary injunction hearing. The bond protects the defendant against wrongful injunction. Bond penalties on preliminary injunctions can be substantial — in commercial cases where the defendant alleges that the injunction will cost millions in lost business, courts may set the bond at the projected loss figure.

> **Carrier risk view:** *Moderate risk. The bond runs longer than a TRO (often months to a year-plus), the underlying restraint is more consequential, and the wrongful-injunction damages claim has more time to develop. Carriers underwrite the plaintiff's financial position and the case profile; large commercial injunctions are typically collateralized.*

BOND 06

Attachment Bond

An attachment is a pre-judgment seizure of the defendant's property to secure satisfaction of the judgment the plaintiff hopes to obtain. The plaintiff must typically post an attachment bond before the sheriff seizes the property. State practice varies widely: some states permit attachment only in narrow circumstances (defendant absconding, fraudulent conveyance, etc.); others permit broader pre-judgment attachment. The bond protects the defendant if the attachment turns out to have been wrongful.

> **Carrier risk view:** *Moderate risk. The seizure is real and the wrongful-attachment damages claim is concrete (lost use of property, business interruption, reputational harm in some contexts). Carriers price these higher than TRO bonds and frequently require collateral on larger placements.*

BOND 07

Replevin Bond

Replevin is an action to recover possession of specific personal property — typically a vehicle, equipment, or other identifiable chattel that the plaintiff claims is wrongfully in the defendant's possession. Most jurisdictions require the plaintiff to post a replevin bond before the sheriff seizes the property and delivers it to the plaintiff pending trial. The bond runs in twice the value of the property as security against wrongful seizure.

> **Carrier risk view:** *Low to moderate risk. The 2x bond formula provides natural overcollateralization relative to the underlying property value, and the plaintiff typically has documented colorable title or a security interest. Carriers price these as routine commercial surety business unless the property values are unusually large or the title dispute is contested.*

BOND 08

Garnishment Bond (Plaintiff)

Pre-judgment garnishment freezes wages, bank accounts, or accounts receivable owed to the defendant. Many states require the plaintiff to post a garnishment bond before the garnishment is served. The bond protects both the defendant and the garnishee (the third party holding the funds — typically the bank or employer) against wrongful garnishment.

> **Carrier risk view:** *Moderate risk. The wrongful-garnishment claim has two potential claimants — the defendant for lost use of funds and the garnishee for compliance costs and reputational damage. Bond penalties are usually small to moderate; loss frequency is low but not negligible.*

BOND 09

Sheriff's Indemnity Bond

When a sheriff or other levying officer is directed to seize property and questions arise about ownership — for example, the plaintiff's writ commands seizure of property the defendant claims belongs to a third party — the sheriff may demand a sheriff's indemnity bond from the plaintiff before executing the writ. The bond protects the sheriff against claims by the third-party owner. This is a small but procedurally important bond in practice.

> **Carrier risk view:** *Low risk. The trigger is a third-party ownership claim against the sheriff, which is procedurally narrow and infrequently litigated. Carriers handle these as routine small-bond business.*

BOND 10

Plaintiff Cost Bond (Litigation Bond)

Also called a litigation bond or bond for costs of court. A handful of states require a non-resident plaintiff — or in some cases any plaintiff on defendant's motion — to post a cost bond securing the defendant's recoverable court costs if the plaintiff loses. California's CCP §1030 imposes the requirement on defendant's motion for non-residents; Colorado's CRS §13-16-101 does the same; Louisiana's RS §13:1215 imposes a broader civil-law version applicable regardless of residency; Nevada's NRS 18.130 caps the bond at $500; North Carolina's NCGS §1-109 fixes the amount at $200; Texas Rule of Civil Procedure 143 imposes the requirement on motion.

Puerto Rico is the most procedurally consequential cost bond regime: the fianza de no residentes is required of every non-resident plaintiff at filing, and failure to post operates as adjudication on the merits per Priolo v. El San Juan Towers Hotel, 575 F. Supp. 208 (D.P.R. 1983).

> **Carrier risk view:** *Low risk. Penal sums are statutorily small (often capped at $200 to $500); the trigger is recoverable court costs only; the loss exposure is procedurally bounded. Routine same-day underwriting on minimal application.*

BOND 11

Writ of Distress Bond (Florida)

Florida's distress for rent remedy is the commercial landlord's pre-judgment seizure tool, governed by Florida Statutes Chapter 83 Part I and specifically by §83.12. When a tenant defaults on commercial rent, the landlord may file a distress action and obtain a writ of distress authorizing the sheriff to seize the tenant's property on the premises as security for the unpaid rent. The landlord must post a distress bond at twice the sum demanded, as security against wrongful distress.

The instrument is procedurally distinctive — narrowly available in commercial landlord-tenant practice rather than the broader pre-judgment attachment context. It is also distinctively Floridian; most states have abolished the common-law distress remedy or fold it into general attachment. Practitioners filing distress actions outside Florida should verify whether the state's distress statute survives.

> **Carrier risk view:** *Low to moderate risk. The 2x penal sum is overcollateralized relative to the underlying rent claim; the trigger is wrongful distress, which is procedurally narrow. The carrier's primary concern is the legitimacy of the landlord's rent claim — fraudulent or pretextual distress proceedings carry tail risk that calibrated underwriting handles by reviewing the lease and the rent ledger.*

BOND 12

California Bond in Derivative Lawsuits — Corp. Code §800

California Corporations Code §800 governs shareholder derivative actions — suits brought by a shareholder on behalf of the corporation against insiders for breach of fiduciary duty, self-dealing, or other corporate wrongs. Defendants in a derivative action may move the court for an order requiring the plaintiff to furnish a bond as security for the reasonable expenses, including attorney's fees, that the corporation and the moving defendants may incur defending the action. The bond cap under §800(d) is $50,000.

The derivative bond exists to deter strike suits — meritless derivative actions filed for nuisance value or settlement leverage. The court's discretion in granting the motion is substantial, and the bond requirement can effectively close out the case if the plaintiff cannot post it. For plaintiffs with bona fide derivative claims and reasonable financial position, the bond is routine.

> **Carrier risk view:** *Low to moderate risk. The bond is capped at $50,000 by statute, which limits absolute exposure regardless of case profile. The trigger is the plaintiff's loss on the merits coupled with a fee-and-expense award to the corporation/defendants, which is procedurally specific and relatively infrequent. Carriers underwrite the plaintiff's financial position and the apparent merit of the underlying derivative claim.*

BOND 13

California Bond in Suit for Dissolution of LLC — §17501

California Corporations Code §17501 (in the pre-RULLCA LLC code framework) provides for a bond in proceedings to dissolve a limited liability company over the objection of the majority. When a minority member moves to dissolve, the LLC or other members may move to avoid the dissolution by purchasing the moving member's interest at fair value; the moving member may be required to post a bond as security against the LLC's continuing operation while the buy-out proceeds. The bond protects against the risk that the dissolution proceeding will impair the LLC's ongoing business if it later proves to have been unfounded.

These bonds appear in closely-held LLC disputes — the small handful of members fight over control, valuation, or distributions, and one member seeks judicial dissolution as leverage. The bond enables the remaining members to keep the entity operating while the buy-out valuation is litigated.

> **Carrier risk view:** *Moderate risk. Bond amounts can be substantial in larger LLCs because they are sized to the operating-business value the dissolution proceeding might impair. Carrier exposure depends heavily on the legitimacy of the underlying dissolution claim and the closing-held entity's financial profile. Often collateralized in larger placements.*

BOND 14

Child Custody Bond

Child custody bonds arise in family law practice when a court orders one parent — typically the non-custodial parent or a parent with documented flight risk — to post a bond as security against unauthorized removal of the child from the court's jurisdiction. The bond runs to the other parent (or to the court for the benefit of the other parent) as security for the cost of recovery if the bonded parent abducts or wrongfully retains the child. The instrument operates across several distinct procedural contexts.

Domestic interstate cases — the most common context — arise under the Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA), adopted in every U.S. state except Massachusetts. When a parent with substantial out-of-state ties seeks visitation or shared custody, the court may condition the visitation order on a bond securing the parent's compliance with the custody schedule and the prohibition on relocation without leave of court. Bond amounts vary widely — from a few thousand dollars in routine matters to six figures in cases involving wealthy international principals or documented prior abduction attempts.

International cases involve the Hague Convention on the Civil Aspects of International Child Abduction. When a parent with foreign citizenship or substantial foreign ties seeks visitation in a U.S. court, the court may condition the order on a bond sized to the anticipated cost of recovery under the Hague Convention return procedures — typically including foreign attorney's fees, investigator costs, travel, and the U.S. parent's lost income during the recovery period. These bonds can run into the high six figures or low seven figures depending on the jurisdictions involved.

Federal contexts include immigration matters where a non-citizen parent's status creates removal risk, and federal Hague proceedings themselves. Some jurisdictions also use custody bonds in connection with abduction-prevention statutes — Texas Family Code §153.503 is a representative example, authorizing the court to impose bond requirements as part of an abduction-prevention plan.

> **Carrier risk view:** *Moderate to elevated risk. The bond exposure tracks the likelihood and cost of recovery if the principal violates the custody order. Loss events are infrequent but can be very expensive when they occur — international abductions in particular can generate seven-figure recovery costs. Carriers underwrite the principal's financial position, travel pattern, foreign ties, and the underlying flight-risk evidence. Collateral is the standard requirement on larger placements and on any bond involving documented prior abduction conduct.*

Section III — Defendant Bonds (Compulsory)

Defendant bonds are posted to escape a remedy already applied — to recover possession of property, to release garnished accounts, to remove a recorded lien from property, to stay execution on a money judgment. The defendant is the principal; the plaintiff or lien claimant is the obligee. These bonds run through to final disposition of the underlying claim.

BOND 15

Counter-Replevin Bond (Forthcoming Bond)

When the plaintiff has obtained a writ of replevin and the sheriff has seized the defendant's property, the defendant may post a counter-replevin bond — sometimes called a forthcoming bond or redelivery bond — to recover possession pending adjudication. The bond runs at typically twice the value of the property as security for the defendant's obligation to produce the property if judgment goes against the defendant. The bond is collateral-typical because the defendant has already been determined (at least preliminarily) to be in possession of disputed property.

> **Carrier risk view:** *High risk. The bond replaces tangible property in the surety's view of recovery, and the defendant has already been judicially identified as holding the contested property. If the defendant loses, the bond pays the property's value to the plaintiff and the surety pursues indemnity from a defendant who has already been adjudicated to have held property wrongfully. Typically collateralized at 100% of bond penalty.*

BOND 16

Dissolution of Attachment Bond

When a plaintiff has obtained a writ of attachment and the sheriff has levied on the defendant's property, the defendant may post a dissolution-of-attachment bond to recover the property pending trial. The bond substitutes for the attached property as the plaintiff's security. If judgment goes against the defendant, the bond pays the plaintiff up to the bond limit.

> **Carrier risk view:** *High risk. Same structural posture as supersedeas — the bond substitutes for adverse security already in the plaintiff's hands, and the defendant is the principal seeking to escape the remedy. Collateral-typical at full bond penalty.*

BOND 17

Release of Garnishment Bond

When the plaintiff has garnished the defendant's wages, bank account, or other property, the defendant may post a release-of-garnishment bond to free the funds pending trial. The bond substitutes for the garnished property as the plaintiff's security. This is a small but operationally critical bond — businesses with garnished accounts cannot operate, and the release bond restores their access to working capital.

> **Carrier risk view:** *Moderate to high risk. The bond runs to the garnished amount and the principal is the defendant in an underlying collection matter. Carriers underwrite the defendant's financial position and the case profile; collateral is the standard requirement on commercial garnishment-release bonds.*

BOND 18

Mechanic's Lien Release Bond (Discharge Bond)

When a general contractor, subcontractor, or material supplier is not paid for work performed or materials supplied to improve real property, state mechanic's lien statutes authorize the unpaid party to record a lien against the property. The lien encumbers title and can be enforced by foreclosure. A mechanic's lien release bond discharges the lien from the property and substitutes the bond as the lien claimant's security. The bond bonds the lien off the property.

The amount is state-specific. Most states require 125% to 150% of the underlying lien amount to cover the lien claimant's projected costs, interest, and attorney's fees. California uses 125% under Civil Code §8424; Florida uses 125% under §713.24; Texas typically uses 100% to 150% depending on the lien claimant's filing. These bonds are typically collateralized at the full bond penalty because the lien claimant's claim is — by definition — a documented unpaid debt that the surety expects to pay.

> **Carrier risk view:** *High risk. The lien itself is by definition a documented unpaid debt, and the lien claimant's right to recovery on the bond closely parallels the right to foreclose on the property. Carriers treat these as quasi-financial-guarantee exposure. Universally collateralized at full bond penalty in standard underwriting.*

BOND 19

FAA Aircraft Lien Release Bond

Aircraft are federally titled. Any lien against an aircraft — mechanic's lien for maintenance work, materialman's lien for parts and fuel, statutory lien for unpaid airport fees — must be recorded with the FAA Aircraft Registry in Oklahoma City under 49 U.S.C. §44107 and 14 C.F.R. §49.17. A lien release bond for an aircraft clears the FAA record, allowing the aircraft to be transferred, refinanced, or operated without the lien clouding title. This is specialized practice — federal aviation registry forms, federal lien priority, and aircraft-specific valuation considerations apply.

> **Carrier risk view:** *High risk. Same lien-release exposure as a real-property mechanic's lien release bond, with the added complication of federal lien priority and aircraft valuation volatility. Universally collateralized; written only by carriers with FAA registry experience and specialty desk capability.*

BOND 20

Interpleader Bond (Stakeholder Bond)

Interpleader is the procedural device by which a stakeholder — typically a bank, insurance company, or escrow holder — holding funds claimed by two or more adverse parties can deposit the funds with the court, name the competing claimants as defendants, and be discharged from further liability. Federal interpleader operates under 28 U.S.C. §1335; state interpleader operates under state rule. The bond may be required as security for the stakeholder's obligation. Bonds in this category are typically uncollateralized for institutional stakeholders.

> **Carrier risk view:** *Low risk. The stakeholder is generally an institutional party (insurer, bank, escrow holder) seeking discharge from liability, not a party to the underlying dispute. The bond exposure is procedural rather than substantive. Carriers price these as routine commercial surety for institutional principals.*

BOND 21

Writ of Restitution Bond (Washington)

Washington's eviction practice operates under RCW Chapter 59.18 — the Residential Landlord-Tenant Act — and uses a distinctive procedural instrument. After the landlord obtains a judgment for possession in an unlawful detainer action, the court issues a writ of restitution directing the sheriff to restore the landlord to possession of the premises. RCW 59.18.380 authorizes the tenant to stay the writ pending appeal or otherwise by posting a writ of restitution bond — security against the landlord's continuing loss of use of the premises and the rent that would accrue during the stay.

The instrument is Washington-distinctive. Other states' eviction procedures use generic supersedeas or appeal bonds; Washington's specific writ of restitution bond is a separately named procedural instrument. Practitioners and tenants in

Washington unlawful detainer practice should not assume that a generic supersedeas bond is adequate — the §59.18.380 instrument is the specifically named requirement.

> **Carrier risk view:** *Moderate to high risk. The trigger is the tenant's failure on appeal, which produces a payable rent claim plus holdover damages running through the stay period. The bond runs against a principal who has already been adjudicated to be in unlawful possession. Collateralized in most placements; uncollateralized only for tenant-principals with documented substantial liquidity and clean rental history.*

Section IV — Fiduciary Bonds

Fiduciary bonds are required when a court appoints a person to hold and manage property belonging to others. The fiduciary is the principal; the beneficiaries are the obligees. The bond runs for the duration of the appointment — sometimes years, sometimes decades. The duty is the highest known to U.S. law, and the bond is the financial guarantee that the duty will be performed faithfully.

BOND 22

Probate Bond (Executor / Administrator / Personal Representative)

A probate bond guarantees the faithful administration of a decedent's estate. The fiduciary may be an executor named in the decedent's will, an administrator appointed because the decedent died without a will or because the named executor declined, or — in Uniform Probate Code states — a personal representative. The fiduciary inventories the estate, pays creditor claims, accounts periodically to the court, and distributes the remainder according to the will or the intestacy statute.

Whether a bond is required depends on state law and the will's terms. Many wills include a no-bond clause that waives the requirement for the named executor (most states honor the waiver). Intestate administrations virtually always require a bond. Court-appointed substitute administrators always require a bond. The bond amount typically equals the value of the estate's personal property plus one year of projected income; real property is generally not included because it cannot be readily misappropriated.

The premium is a recognized administration expense, reimbursable from estate funds. The fiduciary advances the first year's premium and is reimbursed after court approval of qualification.

> **Carrier risk view:** *Low risk for qualified principals. Court supervision (inventory filings, periodic accountings, court approval of distributions) limits the principal's opportunity for misappropriation. Loss frequency is low and most losses are detected and bonded principals are pursued for indemnity successfully. Carriers write these as routine commercial surety on standard application terms for principals with conventional financial position.*

BOND 23

Guardianship Bond

Guardianship arises in two principal contexts. First, when a minor child has property — most commonly from a personal injury settlement, inheritance, life insurance proceeds, or accumulated child support — and no parent is available or appropriate to manage it. The court appoints a guardian of the minor's estate to hold and invest the funds until the minor reaches majority. Second, when an adult is incapacitated by dementia, mental illness, intellectual disability, or injury and cannot manage their own affairs.

Minor-settlement guardianships are a particularly important practice context. When a minor child is injured in a tort action and receives a settlement of $20,000 or more (the typical state threshold), most state courts require a formal guardianship of the property with bond. The guardian — typically a surviving parent — holds the settlement funds until the child reaches majority. The bond protects the child against the parent-guardian who decides to borrow from the trust.

> **Carrier risk view:** *Moderate risk. Loss frequency is low overall but the practice presents specific elevated-risk profiles — family-member guardians without trust experience, multi-year custody of large minor-settlement proceeds, and incapacitated-adult contexts where the protected person cannot monitor the guardian. Court-ordered restricted accounts (where withdrawals require court approval above a threshold) reduce risk substantially and support favorable underwriting for family-member principals.*

BOND 24

Conservatorship Bond

Under the Uniform Probate Code framework, a conservator is the fiduciary appointed to manage the property of an incapacitated adult — distinct from a guardian, who handles personal care. UPC §§5-410 and 5-411 govern the conservator's bond. In non-UPC states, the same property-management role is often called 'guardian of the estate.'

Conservatorship bond underwriting requires particular care because of the elder financial abuse context. The protected person is often elderly, often vulnerable, and often without close family monitoring. Family-member conservators undergo more rigorous review than probate executors handling similar dollar amounts. Court-ordered restricted accounts — where liquid assets are held in a bank account requiring court approval for withdrawals above a stated threshold — reduce bond risk significantly and support favorable underwriting for family-member conservators.

> **Carrier risk view:** *Moderate to elevated risk. Elder financial abuse is the carrier's primary concern, and the conservatee typically cannot monitor the conservator's conduct. Restricted accounts mitigate substantially; without them, family-member conservators handling significant liquid assets face heightened underwriting scrutiny and frequent placement in non-standard programs.*

BOND 25

Trustee Bond

A trustee holds property in trust for the benefit of beneficiaries. Court-appointed trustees include trustees of testamentary trusts (created by a will), trustees of inter vivos trusts during litigation, and trustees in equity. The trustee owes the highest fiduciary duty to the beneficiaries and is typically required to post a bond unless the trust instrument expressly waives the bond requirement.

> **Carrier risk view:** *Low to moderate risk. Most trustee placements involve experienced professional trustees (attorneys, CPAs, trust companies) with documented track records. Family-member trustees of testamentary trusts and trustees in litigation contexts (where the trust assets are themselves contested) carry higher risk and are underwritten with more rigor; large or contested placements may require collateral.*

BOND 26

Receiver Bond

A receiver is a neutral third party appointed by the court to take custody of contested property — a business in financial distress, a partnership in dissolution, real estate subject to foreclosure, fraud-tainted assets under SEC enforcement. Federal Rule of Civil Procedure 66 provides that the receiver must give such bond as the court directs. State receivership statutes contain similar provisions; California's CCP §§564-571 is the most developed.

Most receivers are licensed professionals — attorneys, CPAs, or specialized turnaround consultants — with experience in receivership practice and strong financial position. Receiver bonds are typically uncollateralized for principals with established practice and clean appointment history. The bond amount is set by the court at the time of appointment, typically equal to 10-20% of the receivership estate value for commercial receiverships; SEC and large federal receiverships may run into the millions.

> **Carrier risk view:** *Low risk for professional receivers. The principal pool is small, professional, and largely repeat-business — court-appointed receivers operate in a regulated practice with strong adverse-selection filters. Carriers price these as preferred*

> *fiduciary business. Risk profile shifts for non-professional receivers (occasional family-business receiverships, partnership dissolutions), which are underwritten with more rigor.*

BOND 27

Custodian Bond (UTMA)

The Uniform Transfers to Minors Act — adopted in some form by every U.S. state — provides a simplified mechanism for holding property for a minor beneficiary without a formal guardianship. The custodian holds the property until the minor reaches a stated age (18 or 21, depending on the state and the donor's election). Most UTMA custodianships proceed without a bond — the statute imposes fiduciary duties directly. But bond requirements arise in specific situations: where state statute imposes a bond above a property threshold, where a successor custodian is appointed by court order, or where an interested party petitions the court for a bond on a showing of cause.

> **Carrier risk view:** *Low risk in routine placements. Most UTMA custodian bonds are issued in successor-appointment contexts or threshold-driven situations where the underlying property is already documented and the custodial duty is statutorily defined. Carriers handle these as routine fiduciary business unless the underlying property is unusually large or the principal has elevated risk markers.*

Section V — Admiralty and Specialty Bonds

Federal admiralty practice and a handful of other specialty contexts use distinct bond instruments outside the standard plaintiff/defendant/fiduciary framework.

BOND 28

Admiralty Stipulation for Value (Vessel Release)

When a vessel, cargo, or other maritime property is arrested in rem under Supplemental Rules B (maritime attachment), C (action in rem), or E (general provisions), the party with an interest in the arrested property posts a stipulation for value to release the property pending adjudication. The stipulation is the admiralty equivalent of a release-of-attachment bond, but the procedural framework is federal admiralty rules. The bond runs at the appraised value of the arrested property — vessel hull value, cargo value, freight value — and bond penalties commonly run into the seven and eight figures.

Admiralty practice retains distinctive nomenclature: the libellant is the plaintiff, the libellee is the defendant, the proctor is the attorney, the libel is the complaint, and the stipulation is the bond. Counsel in this practice operate with vessel arrest deadlines that can be measured in hours rather than days. Surety placement is correspondingly time-sensitive.

> **Carrier risk view:** *High risk. The principal is escaping arrest of substantial maritime property; the bond runs at appraised value of that property; the underlying claim is typically well-documented (cargo damage, maritime lien for unpaid services, collision damages). Universally collateralized at 100% of bond penalty; written only by specialty admiralty desks.*

BOND 29

Lost Instrument Bond

When a holder of a stock certificate, bond certificate, or other negotiable instrument loses the original document and seeks a replacement from the issuer, the issuer typically requires a lost instrument bond. The bond protects the issuer against the risk that the original instrument resurfaces in the hands of a holder in due course who can demand payment. The bond runs at the value of the instrument (typically with a multiplier for protection against appreciation) and is often required by transfer agents and corporate registrars. This is a court-adjacent bond — sometimes ordered by a court, sometimes required administratively by the issuer.

> **Carrier risk view:** *Low risk in routine placements. The trigger — appearance of the original instrument in the hands of a holder in due course — is statistically rare, and most lost instruments are simply lost rather than stolen. Carriers price these as routine commercial surety; bond is open-tail (no expiration) which adds carrier exposure but the actual loss frequency remains low.*

BOND 30

Bail Bond

A bail bond is the financial guarantee that an accused individual released from custody pending trial will appear at all required court proceedings. The instrument operates in the criminal procedural framework rather than the civil court bond framework that occupies most of this guide, but it is unambiguously a judicial bond — required by a court order (the bail order), sized by court determination, and forfeited to the court if the principal defaults. Federal practice is governed by 18 U.S.C. §§3141-3156; state practice is governed by each state's criminal procedure code and constitution.

The procedural posture is distinct from civil court bonds. The principal is the criminal defendant. The obligee is the state (or the federal government). The triggering default is the principal's failure to appear at a scheduled proceeding — at which point the court issues a bench warrant, forfeits the bond, and demands payment of the bond penalty from the surety. The surety has a statutory period (typically 180 days in most states; 90 days under federal procedure) to produce the defendant and have the forfeiture remitted, after which the surety pays the bond penalty to the court.

Bail bond practice is a distinct industry from court surety. It operates on a recovery-agent (bondsman) model rather than a traditional surety-underwriting model: the surety company stands behind a network of licensed bail agents who post bonds at the jail or courthouse, collect a premium (typically 10% of the bond penalty, partially state-regulated), and take responsibility for recovering the defendant if the defendant fails to appear. The underwriting is largely entrusted to the agent at the point of sale; the surety company's role is capital provision and regulatory licensing.

> **Carrier risk view:** *High risk by the standards of commercial surety, with a regulatory framework and recovery infrastructure that mitigates the loss frequency to a sustainable book. Loss occurs when the defendant flees and cannot be apprehended within the statutory remittance window. The bail industry runs at materially higher gross-premium-to-loss ratios than other surety lines because the loss-per-claim is large (full bond penalty) and the principal is by definition a person already accused of criminal conduct.*

A NOTE ON CARRIER ALLOCATION: *Surety One, Inc. and CourtBondSurety.com do not write bail bonds. Bail bond practice is operationally and regulatorily distinct from civil court bond practice, and is handled within the Poindexter family of surety practices by a separate firm —* ***Poindexter Surety Services*** *(PoindexterSuretyServices.com). Counsel and principals with bail bond needs should be directed there.*

About Surety One, Inc.

Surety One, Inc. is the parent practice behind CourtBondSurety.com — the dedicated court bond underwriting platform that publishes this guide and writes the instruments described in it. Surety One operates as a Managing General Agent for Janus Assurance Re, multiple domestic and international insurance carriers. The firm has been placing court bonds in U.S. courts since 1995.

The proposition has not changed in three decades. Court bonds are not a generic insurance product. Each instrument is procedural — a step in a matter governed by a specific statute or rule, filed in a specific court, on a specific form, subject to a specific procedural deadline. A Texas supersedeas bond is not a California supersedeas bond. A Florida mechanic's lien release bond is not a New York mechanic's lien release bond. A probate executor's bond in a UPC state is not a probate executor's bond in New York under the Surrogate's Court Procedure Act. Surety One, Inc.'s court bond practice was created to close the gap between what clients and underwriters feel that they know and what court bond practice actually requires.

Four specialized underwriting desks handle the four major bond categories — appellate, plaintiff, defendant, fiduciary. Each desk has statutory fluency in the practice and direct underwriter contact for the attorneys retaining the practice. Standard placements issue same business day; emergency placements (TROs, vessel arrests, time-sensitive admiralty work) issue within hours. The firm maintains non-standard programs for placements that other carriers decline — credit-challenged principals on collateralized bonds, family-member fiduciaries on minor settlement guardianships, large appellate bonds requiring substantial collateral, contested matters where the underlying litigation profile complicates routine underwriting.

Surety One offices are in San Juan, Raleigh, and Irvine. The San Juan office handles Puerto Rico and Caribbean Spanish-language court bond practice as a routine matter. CourtBondSurety.com is reachable at (800) 373-2804 and underwriting@SuretyOne.com, 7/52/365 for emergency placements. Bond placement begins with the controlling document — the judgment, motion, recorded lien, or appointing order, and Surety One, Inc.'s judicial bond application submitted to the underwriting desk. CourtBondSurety.com authenticates every executed court bond with a proprietary hologramming tool offered by no other surety company.

Glossary of Terms

A reference for the terms of art used in this guide and in court bond practice generally.

Appellant

The party that appeals the trial court's judgment. The appellant is the party who lost in the trial court and seeks reversal or modification in the appellate court. The appellant is the principal on a supersedeas bond.

Appellee

The party defending the trial court's judgment on appeal. Sometimes called the respondent. The appellee is the party that prevailed in the trial court and is the obligee on a supersedeas bond.

Attachment

A pre-judgment seizure of the defendant's property to secure satisfaction of the judgment the plaintiff hopes to obtain. State practice varies as to when attachment is available.

Bail bond

A financial guarantee that a criminal defendant released from custody pending trial will appear at all required court proceedings. Operates in the criminal procedural framework rather than the civil court bond framework. The surety pays the bond penalty to the court if the defendant fails to appear and cannot be produced within the statutory remittance window. Bail bond practice is operationally distinct from civil court bond practice — Surety One, Inc. and CourtBondSurety.com do not write bail bonds; the Poindexter family practice routes those to Poindexter Surety Services.

Bonded off

Practice term for the effect of a mechanic's lien release bond on a recorded lien. The bond bonds the lien off the property — the lien is removed from title and the bond substitutes as the lien claimant's security.

Cap state

A state that statutorily limits the maximum amount of a supersedeas bond. Texas, Florida, Alabama, Mississippi, Tennessee, South Carolina, North Carolina, Ohio, and Missouri are the principal cap-state jurisdictions.

Child custody bond

A bond required by a family law court (or federal court in Hague Convention proceedings) to secure a parent's compliance with a custody order and the prohibition on unauthorized removal of the child from the court's jurisdiction. Most common in interstate UCCJEA contexts and international cases involving foreign-tie principals; amounts vary widely from low five figures to the high six figures depending on flight risk and recovery cost exposure.

Collateral

An asset or instrument the surety holds during the bond's life as security in case the principal defaults. Cash, irrevocable letter of credit, and U.S. Treasury securities are the three forms accepted by Surety One; real property, tangible assets, UCC filings, and assignments are not accepted.

Conservator

A court-appointed fiduciary who manages the property of an incapacitated adult. Under the Uniform Probate Code framework the conservator handles property; the guardian handles personal care. In non-UPC states 'guardian of the estate' is the equivalent term.

Cost bond

A bond securing the defendant's recoverable court costs if the plaintiff loses. Also called a litigation bond or bond for costs of court. Required on defendant's motion in some states and at filing in others.

Counter-replevin bond

A defendant's bond to retain possession of property seized under a writ of replevin. Sometimes called a forthcoming bond or redelivery bond.

Derivative bond (Cal. Corp. §800)

A bond California courts may require shareholder-plaintiffs to post in a derivative action — a suit brought on behalf of the corporation against insiders. Defendants may move for the bond as security for reasonable expenses and attorney's fees the corporation may incur defending the suit. Capped at $50,000 under §800(d). Deters strike suits.

Discharge bond

Another name for a mechanic's lien release bond — the bond discharges the lien from the property.

Distress for rent / Writ of Distress bond (Fla. Stat. §83.12)

Florida's commercial-landlord pre-judgment seizure remedy. The landlord obtains a writ of distress directing the sheriff to seize the tenant's property on the leased premises as security for unpaid rent. The landlord must post a bond at twice the sum demanded under §83.12 as security against wrongful distress. Largely Florida-specific; most states have abolished or absorbed the common-law distress remedy.

Dissolution of attachment bond

A defendant's bond to release property from prejudgment attachment. The bond substitutes for the attached property as the plaintiff's security.

Executor

A person named in a will to administer a decedent's estate. The executor is the fiduciary appointed by the will, distinct from an administrator, who is appointed by the court when there is no will or no named executor.

FAA Aircraft Lien Release Bond

A bond filed with the FAA Aircraft Registry in Oklahoma City under 49 U.S.C. §44107 and 14 C.F.R. §49.17 to remove a lien from a federally titled aircraft.

Fianza de no residentes

Puerto Rico's non-resident plaintiff cost bond, required of every non-resident plaintiff at filing under Puerto Rico Rule of Civil Procedure 69.5. Failure to post operates as adjudication on the merits per Priolo v. El San Juan Towers Hotel, 575 F. Supp. 208 (D.P.R. 1983).

Fiduciary

A person or entity entrusted to manage assets for another. Court-appointed fiduciaries include executors, administrators, personal representatives, guardians, conservators, trustees, receivers, and custodians. Fiduciaries owe the highest duty known to U.S. law to the beneficiaries.

Forthcoming bond

An older term for a counter-replevin bond. The defendant 'forthcomes' the property — agrees to produce it on demand if judgment goes against the defendant.

FRAP 7

Federal Rule of Appellate Procedure 7 — bond for costs on appeal. Authorizes the district court to require an appellant to post a bond for the appellee's costs on appeal.

FRCP 62

Federal Rule of Civil Procedure 62 — establishes the framework for staying execution of a federal judgment during appeal, typically conditioned on the appellant posting a supersedeas bond.

FRCP 65(c)

Federal Rule of Civil Procedure 65(c) — requires the movant for a TRO or preliminary injunction to give security in an amount the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined.

FRCP 66

Federal Rule of Civil Procedure 66 — federal court receivers. Provides that the receiver must give such bond as the court directs.

Garnishment

A pre-judgment freezing of wages, bank accounts, or accounts receivable owed to the defendant. Garnishment is served on the garnishee — the third party holding the funds — typically a bank or employer.

Guardian

A court-appointed fiduciary responsible for the custody and care of a ward. Under the UPC framework, the guardian handles personal care; the conservator handles property. In non-UPC states 'guardian' often covers both roles.

Hologrammed bond

A court bond authenticated with CourtBondSurety's proprietary hologramming tool. The hologram provides visual verification that the document is an authentic original — protection against forgery and substitution.

ILOC

Irrevocable Letter of Credit. A bank instrument that guarantees payment of a debt or liability of the principal if the beneficiary demands the same. Cannot be canceled or modified except by absolute agreement of the issuing bank and the surety. One of three accepted collateral forms; must follow ICC UCP 600 form.

In rem

An action against a thing rather than against a person. Federal admiralty practice operates substantially in rem — actions are brought against a vessel, cargo, or other maritime property rather than against the owner directly.

Indemnity agreement

The principal's signed promise to reimburse the surety for any loss under the bond. Every surety bond is supported by an indemnity agreement executed by the principal and often by co-indemnitors. Indemnity is the surety's first line of recourse if a claim is paid.

Interpleader

The procedural device by which a stakeholder holding funds claimed by two or more adverse parties can deposit the funds with the court, name the competing claimants as defendants, and be discharged from further liability. Federal interpleader operates under 28 U.S.C. §1335.

Judgment creditor

The party in whose favor a money judgment has been entered. After judgment, the judgment creditor may begin collection unless execution is stayed by a supersedeas bond.

Judgment debtor

The party against whom a money judgment has been entered. The judgment debtor seeking to appeal must post a supersedeas bond to stay execution during appeal.

Letters of Administration

The court order appointing an administrator on intestacy — issued when the decedent left no will, or when the named executor declined, died, or was removed. Administrators bond virtually without exception.

Letters Testamentary

The court order appointing an executor under a will. Issued by the probate court (or surrogate's court, orphans' court, or other state equivalent) to formally vest the executor with authority to administer the estate.

LLC dissolution bond (Cal. Corp. §17501)

A bond California courts may require in proceedings to dissolve a limited liability company over the objection of the majority. When a minority member moves to dissolve and the remaining members move to avoid dissolution by buying out the moving member at fair value, the moving member may be required to post a bond as security against the LLC's continuing operation during the buy-out valuation.

Libellant

The plaintiff in an admiralty action. Admiralty practice uses distinctive nomenclature: libellant (plaintiff), libellee (defendant), proctor (attorney), libel (complaint), stipulation (bond).

Litigation bond

Another name for a plaintiff cost bond. Emphasizes the function of securing costs of litigation rather than damages or judgment.

Mechanic's lien

A statutory lien recorded by a contractor or supplier against improved real property when the contractor or supplier has not been paid for work performed or materials supplied. The lien encumbers title and can be enforced by foreclosure.

MGA

Managing General Agent. An insurance intermediary authorized to underwrite, bind, and issue policies on behalf of an insurance carrier within delegated authority limits. Surety One, Inc. is the MGA for Janus Assurance Re.

Multiplier state

A state that requires the supersedeas bond at a statutory multiple of the judgment. California (1.5×), Pennsylvania (120%), Mississippi/Tennessee/South Carolina/Georgia (125%), and Michigan (1.25×) are the principal multiplier-state jurisdictions.

Obligee

The party protected by a surety bond. In a supersedeas bond the appellee is the obligee; in a mechanic's lien release bond the lien claimant is the obligee; in a probate bond the heirs and creditors are the obligees, sometimes through the court. The obligee can claim against the bond if the principal defaults.

Personal representative

The Uniform Probate Code's unified term for executors and administrators. UPC §1-201 unifies the role of executor (under a will) and administrator (on intestacy) into 'personal representative.'

Power of Attorney

A document executed by the surety authorizing a specific agent (typically the issuing producer) to bind the surety for a specific bond. Required to be filed with most federal courts and many state courts.

Principal

The party required to post a surety bond. In a supersedeas bond the appellant is the principal; in a mechanic's lien release bond the property owner or general contractor is the principal; in a probate bond the executor or administrator is the principal. The principal owes the indemnity obligation to the surety.

Proctor

An attorney practicing in admiralty. Admiralty practice retains the historical term 'proctor' for counsel.

Receiver

A neutral third party appointed by the court to take custody of contested property. Receivers are appointed under FRCP 66 in federal court and under state receivership statutes in state court.

Replevin

An action to recover possession of specific personal property allegedly wrongfully held by the defendant. The plaintiff posts a replevin bond before the sheriff seizes the property; the defendant may post a counter-replevin bond to retain possession pending adjudication.

Sheriff's indemnity bond

A bond required by the sheriff or other levying officer before executing a writ that may seize property claimed by a third party. Protects the sheriff against claims by the third-party owner.

Stipulation

An admiralty bond. In federal admiralty practice, bonds are called stipulations. Supplemental Rule E(5) governs stipulations for value.

Supersedeas bond

An appellate bond that stays execution of a money judgment during appeal. The appellant posts surety equal to (typically) the judgment plus interest and costs.

Surety

The party that stands behind the principal's obligation with real capital. The surety pays the obligee up to the bond limit if the principal defaults, then pursues reimbursement from the principal under the indemnity agreement.

Surrogate's Court

New York's probate court. New York probate practice operates under the Surrogate's Court Procedure Act (SCPA), distinct from the Uniform Probate Code adopted by most other states.

TRO

Temporary Restraining Order. An immediate, short-duration court order restraining the defendant from a specified action — often issued ex parte and lasting only days, pending a preliminary injunction hearing.

TRAP Rule 24

Texas Rule of Appellate Procedure 24 — governs supersedeas practice in Texas. Combined with Texas Civil Practice & Remedies Code §52.006, sets the supersedeas bond at the lesser of the judgment, half net worth, or $25 million.

Trustee

A fiduciary holding property in trust for the benefit of beneficiaries. The trustee owes the highest fiduciary duty to the beneficiaries and is typically required to post a bond unless the trust instrument waives the requirement.

UPC

The Uniform Probate Code. A model probate code developed by the Uniform Law Commission and adopted in some form by about 18 U.S. states. The UPC unifies executor and administrator terminology into 'personal representative' and provides a framework for probate bond requirements.

UCP 600

ICC Uniform Customs and Practice for Documentary Credits, publication 600 — the current rule set governing letters of credit. Letters of credit posted as bond collateral must follow UCP 600 form.

UTMA

Uniform Transfers to Minors Act. Adopted in every U.S. state, providing a simplified mechanism for holding property for a minor beneficiary without a formal guardianship. The custodian holds the property until the minor reaches a stated age (18 or 21).

Voluntary vs. compulsory bonds

The fundamental organizing distinction in court bond practice. Plaintiff bonds are voluntary — the plaintiff has chosen to invoke an extraordinary remedy and posts the bond to obtain it. Defendant bonds are compulsory — the defendant did not choose to be sued or to have property seized but must post the bond to escape the remedy applied.

Writ of execution

The court order directing the sheriff to seize and sell the judgment debtor's property to satisfy the judgment. A supersedeas bond stays execution — prevents the writ from issuing — during appeal.

Writ of Restitution Bond (Wash. RCW 59.18.380)

Washington's distinctive eviction stay instrument. After a landlord obtains judgment for possession in an unlawful detainer action under RCW Chapter 59.18, the court issues a writ of restitution directing the sheriff to restore possession to the landlord. The tenant may stay the writ by posting a writ of restitution bond under §59.18.380 as security against the landlord's continuing loss of use of the premises. Specifically Washington-named; generic supersedeas bonds are not procedurally adequate.

End of Guide

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