

Is Post Judgment Interest Collectible on This Judgment?

Statute says,

(a) The rate of interest on judgments and decrees for the payment of money shall be 4 percent per annum.

Judgment was entered, but did not specify that post judgment interest was awarded or would accrue. (It is completely silent as to interest.)

Under this scenario, is post judgment interest collectible 3 years after the judgment was entered?

I'm thinking that it was error for the court not to include an award of post judgment interest; but, because the plaintiff did not timely move to amend or appeal the failure to award post judgment interest, such interest is not collectible.

If it were Texas, post-judgment interest applies automatically. Answer likely varies by state.

Darrell G. Stewart, Texas

My research is showing that as a general rule, it is likely to automatically apply. Definitely the case under federal law. It may vary by state, depending upon how specific the statute is. (The federal statute specifically says that interest shall be awarded. By contrast, my statute says that the interest RATE shall be 4%; but it does not specifically state that interest must be awarded. (Thus, creating an argument that if interest is awarded, it must be at 4% but not necessarily requiring that it be awarded.) However, other states have interpreted similar language as requiring the award of interest and not just the rate of the interest.

Andy Simpson, U.S. Virgin Islands

It doesn't say "the rate of interest on judgments providing for such" so I would say it is still accruing and collectible. YMMV.

Veronica M. Schnidrig, Oregon

I find myself surprised at the question, only because the way I think about this is that post-judgment interest applies automatically everywhere as a matter of law. (Someone could show me a decision holding to the contrary and it would persuade me that I'm wrong.) I figure the court hands down a money judgment at a given time. It doesn't enforce itself. Suppose the defendant just doesn't pay it. The law has to provide that the judgment accrues interest at a rate set by law, because if it didn't, the time value of money simply erodes the value of the judgment, and there is every incentive not to pay it because every day's delay in payment diminishes the real value of the dollars utilized to satisfy it. So the accrual of interest on judgments operates to incent prompt payment and to disincent nonpayment, which seems like something a legal system should do automatically.

Max Taylor

I thought post judgment interest was automatic. I have never had a judge include the language except where he wanted to make sure everyone knew what the interest rate was moving forward.

Robert "Robby" W. Hughes, Jr., Geolrgia

Here, pre and post judgment interest are statutory and I have had judges comment that they do not have the discretion relative to the interest. Often the judgment, or the order that judgment enter, will not spell out the interest. The court's computer forms, however, now seem to include it automatically. Before that it was when you obtained an execution that they interest was spelled out.

The judge, however, in my opinion, should have some discretion. Cases take so long to come to a conclusion that some parties are penalized for advancing a legitimate defense that may ultimately prove insufficient.

Phil A. Taylor, Massachusetts

I avoid the issue by making certain my judgments include interest language.

In fact, my judgments include the specific amounts for principal, prejudgment interest, costs and attorneys fees, even if an amount is zero.

Barry Kaufman, Florida

In CA, as a matter of statute, judgments accrue 10 per cent simple interest per annum. You don't have to mention it in the judgment. It is a good incentive to get judgment debtors to pay. And the judgment creditor may renew the judgment within 10 years, and then the renewed judgment carries 10 per cent per annum on the increased amount. So maybe you have a statutory scheme that governs.

Roger M. Rosen, California
