

In the Supreme Court }
of Tasmania }
In Bankruptcy

In the matter of Charles R Lynch
of Kelly Basin in Tasmania Hotel
keeper a Bankrupt_____

Until such time as the appointment of a trustee
shall have been certified by this Court it is hereby
certified and declared that the Registrar of this
Court is the trustee of the property of the said
Bankrupt_____

Dated this twentieth day of December 1901_____

By the Court

James
Registrar

In the Supreme Court
of Tasmania }
In Bankruptcy

In the matter of Charles
R Lynch of Kelly Basin
in Tasmania Hotelkeeper a
Bankrupt.—

Certificate
declaring Registrar Trustee

And

20. 12. 1901

B.

Erasmus Cress Simmons
Agents for J. Jones
Attorney for the Petitioner

In the Supreme Court }
of Tasmania }
In Bankruptcy

In the matter of a Bankruptcy
Petition against Charles
R. Lynch of Kelly Basin
in Tasmania Hotel keeper

Order
of Adjudication

And

20.12.1901

EB

Erinmons Cresp Erinmons
Agents for D. J. Cresp
attorney for the Petitioner



In the Supreme Court
of Tasmania.
In Bankruptcy.

IN THE MATTER of a Bankruptcy Petition
against CHARLES R. LYNCH of Kelly
Basin in Tasmania Hotel-keeper.

I EDWARD LYNCH of Waratah in Tasmania Hotel-keeper make oath
and say;-

1. That the above named Charles R. Lynch is truly and
justly indebted to me in the sum of one hundred and sixty-nine
pounds eight shillings and six pence as stated in the said be-
fore mentioned Petition.

2. That the said Charles R. Lynch committed the act of
bankruptcy stated to have been committed by him in the said be-
fore mentioned Petition.

3. That the said Charles R. Lynch is an Hotel-keeper
residing and carrying on business at Kelly Basin in Tasmania.

SWORN at *Waratah* in
Tasmania this *Eighteenth* day
of December one thousand
nine hundred and one

Ed Lynch

Before me

William O'Rourke J.P.

Justice of the Peace.

In the Supreme Court
of Tasmania.
In Bankruptcy.

IN THE MATTER of a Bankruptcy Petition
against CHARLES R. LYNCH of
Kelly Basin in Tasmania Hotel-keeper.

A F F I D A V I T

grounding order of adjudication.

Sub

26. 12. 1921.

ES

Simmons, Crisp & Simmons,
Agents for T. J. Crisp,
Burnie.

In the Supreme Court
of Tasmania
In Bankruptcy

This is to Certify that William John Watson of Hobart
in Tasmania Merchant has been duly
appointed Trustee of the property of Charles
R. Lynch of Kelly Basin in Tasmania Hotelkeeper
adjudicated bankrupt on the twentieth day of
December one thousand nine hundred and ~~one~~

Dated this 15th day of January one
thousand nine hundred and two.

W. J. Watson.

— Registrar —

In the Supreme Court of Tasmania

In Bankruptcy.

In the matter of Charles R
Lynch of Kelly Basin in
Tasmania a ~~Bar~~ Hotelkeeper
a Bankrupt.

Certificate

of appointment of Trustee.

Given

15. 1. 1902.

g
B.

Simmons Crisp & Simmons
Agents for D. J. Crisp
Permie

IN THE SUPREME COURT OF TAS-
MANIA, IN BANKRUPTCY.

In the matter of CHARLES R.
LYNCH, of Kelly Basin, in
Tasmania, Hotelkeeper, a
Bankrupt.

William John Watchorn, of Hobart, in
Tasmania, Merchant, has been appointed
Trustee of the property of the Bank-
rupt. The Court has appointed the
public examination of the Bankrupt to
take place at the Court House, Mac-
quarie-street, Hobart, on the 10th day
of February, one thousand nine hundred
and two, at 11 o'clock in the forenoon.
All persons having in their possession
any of the effects of the Bankrupt must
deliver them to the Trustee, and all debts
due to the Bankrupt must be paid to
the Trustee. Creditors who have not
yet proved their debts must forward
proof of debts to the Trustee.

Dated the 15th day of January, one
thousand nine hundred and two.

(Signed) GEO. BROWNE,

Registrar.

Simmons, Crisp and Simmons, Agents
for T. J. Crisp, Solicitor for the Trus-
tee.

Ind

16. 2. 1902.

G.B.

Received 18th January 1902

In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of Charles R
Lynch of Kelly Basin in
Tasmania Hotel keeper a bankrupt

Memorandum - That I Charles R Lynch
the above named bankrupt being sworn and
examined upon my oath say that the statement
of accounts filed on the day of January
1902 with the proceedings in the above matter
containing two sheets of paper the first sheet whereof
is marked with the letter A is true and that the
^{said} statement of accounts do contain and is a full and
true disclosure and discovery of all my estate and
effects both real and personal whatsoever and wheresoever.
And I further say that at the time of this my examination
I have delivered up to the trustee of my property all such
parts of my goods wares and merchandises money estate
and effects and all books papers and writings relating
thereto as are now in my custody possession or power And
I further say that I have not removed concealed
embezzled or destroyed any part of my estate real or
personal nor any books of accounts papers or writings
relating thereto with an intent to defraud my creditors.

In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of Charles
R. Lynch of Kelly Basin
in Tasmania Hotelkeeper
a bankrupt _____

Memorandum
of public examination of
bankrupt _____

Simon and Crisp Simon
Solicitors for the Trustee

In the Supreme Court
of Tasmania. }
In Bankruptcy

In the Matter of a Bankruptcy
Petition against Charles R Lynch
of Kelly Basin in Tasmania,
Hotelkeeper a Bankrupt.

It is reported to the Court as follows

1. That the first meeting of Creditors in this Bankruptcy was held at the office of Messieurs Simmons Crisp and Simmons Franklin Chambers Macquarie Street Hobart on the fourteenth day of January one thousand nine hundred and two at three o'clock in the afternoon as ordered by this Court.
2. That by resolution at such meeting ^{William John} Watclow of Hobart in Tasmania Merchant was appointed to fulfil the office of Trustee of the property of the Bankrupt at a remuneration of Five pounds per centum per annum on all moneys coming to his hands as such Trustee

W. J. Watclow
Chairman

In the Supreme Court
of Tasmania }

In Bankruptcy.

In the matter of Charles R
Lynch of Kelly Basin
in Tasmania Hotelkeeper
a Bankrupt.

Report and Certificate

and Appointment of Trustee

And

15. 7. 1902

EB

Simmons Crisp & Simmons

Agents for S. J. Crisp

Burns

In the Supreme Court
of Tasmania
in Bankruptcy



In the matter of Charles R
Lynch of Kelly Basin in
Tasmania Hotelkeeper a bankrupt

I Samuel Percy Cusp of Hobart in Tasmania
Whitor make oath and say

1. I was present at the meeting
of creditors held in this matter on the
thirtieth day of April last and that the
resolutions signed by James Wrag as
Chairman of such meeting were (except
as hereinafter mentioned) duly passed by
a special resolution of the creditors then
assembled and were the whole of the
resolutions come to at the said meeting
2. As it was found impracticable
to give effect to the said resolutions unless
the order of adjudication was annulled
I was instructed by all the creditors
present at the said meeting to add
paragraph 5 to the said resolutions as
if the same had been formally passed
thereat.

Worn at Hobart in Tasmania }
this eleventh day of May 1904 } S. Percy Cusp
Before me

Robert Ross
a Justice of the Peace

In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of Charles
R Lynch of Kelly
Basin in Tasmania
Melkeeper a Bankrupt

Affidavit
verifying resolutions

Filed 11.5.04
JR

Samuel Crisp Munro
Attorney for the Trustee

In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of a Debtors Summons against
Charles R. Lynch of Kelly Basin in
Tasmania Hotelkeeper

Particulars of claim

1907

August 10	To amount of judgment recovered against the defendant on this date by the said Edward Lynch in the Supreme Court of Tasmania held at Burnie in its Local Courts jurisdiction	168 "18" 6
September 5	To costs of Issuing Warrant of Execution	10 "
<u>Dated this 24th day of October 1907</u>		<u>£ 169 " 8 " 6</u>

Erasmus Crisp Burinns

Agent for D. Busip

attorney for the judgment creditor

In the Supreme Court
of Tasmania
In Bankruptcy

Edward VII by the Grace of God
of the United Kingdom of Great
Britain and Ireland King
Defender of the Faith

10

Charles R. Lynch of Kelly Basin in Tasmania
Hotelkeeper

We warn you that unless within seven days after
the service of this summons on you exclusive of the
day of such service you do pay to Edward Lynch of
Macata in Tasmania Hotelkeeper the sum of one
hundred and sixty nine pounds eight shillings
and six pence being the sum claimed of you by
him according to the particulars hereunto annexed in
respect of a judgment recovered against you by him
on the tenth day of August one thousand nine hundred
and one in the Supreme Court of Tasmania Heed
at Burnie in its local Courts jurisdiction or shall
compound for the same to his satisfaction you will
have committed an act of Bankruptcy in respect
of which you may be adjudged a Bankrupt on
a Bankruptcy Petition being presented by the
said Edward Lynch unless you shall have within
the time aforesaid applied to the Court to dismiss
this summons on the ground that you are not
indebted to him in the sum claimed or that
you are indebted to him in a sum less than
fifty pounds ^{twenty five pounds}

Dated this ~~second~~ day of October 1901

(sd) Geo Browne
Registrar.

This is a duplicate of the copy summons mentioned in
the annexed affidavit of Charles R. Lynch. Edward Lynch
before me this 11th day of October 1901. One thousand nine hundred
and one. John A. Gairdner
a Justice of the Peace

Y.P.

In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of a Debtors Summons
against Charles R Lynch of Kelly
Basin in Tasmania Hotelkeeper

(Copy)

Debtors Summons

You are specially to note that the
consequences which will follow any neglect
to comply with the requisitions contained
in the summons are that you may be
adjudged a Bankrupt on the petition of
Edward Lynch should you not pay to
or compound with him for the sum
claimed within seven days from
the service of this summons on you

If however you are not indebted to
the said Edward Lynch in the sum
claimed or are only indebted to him
in a sum less than fifty pounds
you must make application to the
Court within the like number of days to dismiss this
summons by filing with the Registrar an affidavit stating
that you are not so indebted or only so to a less
amount than fifty pounds who will thereupon
fix a day for the hearing of your application

Summons Given & Served
of Franklin Chambers Macquarie Street Hobart
in Tasmania Agent for T. J. Cairns & Co
on this Summons carrying on business at
Burnie in Tasmania.



In the Supreme Court.
of Tasmania. }
In Bankruptcy.

1/6



In the matter of a Debtors Summons
by Edward Lynch of Paratah in ^{Hotel Keeper} Tasmania
against Charles R. Lynch of Kelly Basin
in Tasmania. Hotelkeeper.

I Robert Edward Linnond of Hobart. in
Tasmania ~~do hereby~~ make oath and say:-

1 That I did on Wednesday the thirtieth day of October
One thousand nine hundred and one serve the above mentioned
Charles R. Lynch with a copy of the above mentioned summons
duly sealed with the seal of the Court by delivering the same
personally to the said Charles R. Lynch.

Sworn at Kelly Basin in Tasmania {

this thirty first day of October One
thousand nine hundred and one.

Before me,

Robert E. Linnond

John E. Barton
A Justice of the Peace.

In the Supreme Court of
Tasmania.
In Bankruptcy.

In the matter of a
Debtor's Summons by Edward Lynch
of Waratah in Tasmania Hotelkeeper
against Charles R. Lynch of Kelly
Bavin in Tasmania Hotelkeeper.

— Affidavit . —

in service of Debtor's Summons.

Said

2 - 11 - 1901.

S.

Summons & Agents
Agents for G. J. Bishop.
Burnie.

In the Supreme Court of Tasmania
In Bankruptcy



In the matter of a debtors Summons
against Charles R. Lynch of Kelly
Basin in Tasmania Hotelkeeper —

I Edward Lynch of Waratah in Tasmania Hotelkeeper
make oath and say —

1. That the said Charles R. Lynch is justly and truly indebted to me in the sum of one hundred and sixty nine pounds eight shillings and six pence in respect of a Judgment obtained by me against the said Charles R. Lynch on the tenth day of August last in the Supreme Court of Tasmania held at Ruvie in its Local Courts Act Jurisdiction for goods sold and delivered by me to him at his request and for money paid by me for him at his request and for money lent by me to him at his request and for interest as agreed and for moneys found to be due from him to me on accounts stated between us —
2. That the said Charles R. Lynch resides and carries on the trade of an hotelkeeper at Kelly Basin within the Southern Electoral District of Tasmania —
3. That an account in writing of the particulars of my demand was on or about the 19th day of August one thousand nine hundred and one said by post to the said Charles R. Lynch and payment of the same has been more than once required of him —
4. That execution was on or about the sixth day of September last issued against the said Charles R. Lynch in respect of the said Judgment and payment of the said debt was demanded by virtue of a levy made under the said execution on or about the 14th day of September last

Sworn at Waratah in Tasmania this }
nineteenth day of October one thousand nine }
hundred and one Before me }

David Smith, a Justice of the Peace

In the Supreme Court of
Tasmania
In Bankruptcy

In the matter of a debtors
Summons against Charles R
Lynch of Kelly Basin in
Tasmania Hotel Keeper

Affidavit
Grounding Debtors Summons

Filed

24. 10. 1901

G.
B.

Summons Crisp & Summons
Agents for A. J. Crisp &
Burnie

In Bankruptcy

In the Matter of Charles R. Lynch

Examination of Bankrupt and wife

Before His Honor Mr Justice Clark

At Hobart March. 3. 1902.

Monday March 3. 1902.

At the Supreme Court Building. Hobart.

In Bankruptcy

In the matter of Charles R Lynch a bankrupt

Examination of witnesses

Before His Honour Mr Justice Clark

Sitting in Chambers

Mr Crisp (of Simmons Crisp and Simmons) appeared for the Trustee Mr W. J. Wetchorn and Mr Alport for the bankrupt and his wife Emma Lynch

Mr Crisp said the proceedings were taken under section 89 of the Bankruptcy Act and was in reference to the discovery of property that might be concealed by the bankrupt

Emma Lynch was then called and sworn and was examined by Mr Crisp -

I am the wife of Charles Robert Lynch

You were married I believe on April 5 1894? - Yes

At that time you were housemaid at Clark's Hotel Zeehan I believe? Yes; but not when

I was married but shortly before
 His Honour How long before? — About a
 fortnight

Mr Crisp - What was your husband doing
 at this time? — He was carting at Mount
 Ida

His Honour Was he employed at the Mount
 Ida Camp works? — No he was
 carting for himself as a general
 cartier

His Honour He was in business as a car
 tier then? — Yes

Mr Crisp What property did you
 possess at that time? — I had nothing
 at that time

Did you have nothing of your own?
 — No I had nothing

After you were married you went
 to Gormanston? — Yes

His Honour With your husband, or by
 yourself? — With my husband

Mr Crisp You know his brother Edward
 Lynch of Waratah? — Yes

Did Mr Edward Lynch start from
 husband as a carpenter at Gorman
 ston? I don't know

Mr Crisp Well there is nothing turns
 on that so it does not matter. In 1894
 you went to Gormanston How long was
 your husband carrying on the business
 of a cartier there? — I cannot tell
 you - for a long time

In 1896 your husband purchased
 three allotments of land at Gorman
 ston

on which Lynche's Hotel was built? That would be the year we went into business as hotel keepers at Gormanston

And purchased three lots of lands there did he not on which the hotel was built?

2 -- Yes, we had the hotel on a residence license

Mr Alport And then it was turned into a fee simple

John I think the hotel was partly built when we bought the land

Mr Crisp At this time did you hold any land of your own? -- Yes I held a small portion at Gormanston

Mr Anon Was that on a residence license or from a holding? -- It was my own at Gormanston

Mr Crisp It was from purchase from Mr Lamm was it not? -- Yes

Do you know how much you gave for it? -- I am not quite sure but I think about £12

Or £25? -- It may have been

The survey record in the Office says £25. Is that right? I cannot tell you

But if the record says £25 you think that would be right? -- Yes

There is a battery on this land now is there not? -- Yes

Now where did you get the money to buy this land? -- I can hardly tell you now where I got it. I had a little of my own and while we were carrying on the business I saved a little

But how did you save it? I did save it. I had a little of my own when I was married - I think I had about £30

His Honour You said you had no property but I had no property but I had about £30 in money

And you saved money afterwards. Out of what? - I sought to save a little out of the household expenses

How much did you have allowed for these expenses? - I cannot say my husband did not give me a fixed allowance but he gave me so much for the house

Mr Cusper There is a regular battery on this allotment. When was it put up? - I cannot tell you

Was it before you went into business as an hotel keeper or afterwards? - I think it was before

His Honour Did you erect this battery? - Yes Sir, I built it

How much did it cost? - I don't know Did you have a carpenter to build it? - Yes

What did you pay him? - I cannot say How much was the timber? - I cannot say - I bought the timber on time - payment as far as I can say

Did you look after the business yourself or did your husband look after it? - He did it through me

What do you mean by that? - He conducted the business through me

He really made the bargains about the house and looked after it (The witness hesitated) Is that so? - don't say yes because I say it? - well I suppose that is it

He made the bargains and looked after the house? - Yes

Mr Cusack And where did you get the money to pay for it? - I think there is some not paid for yet

But such part as you did pay for? - well I got the money from the rent and the other from the business of my husband

Then what did it cost? - I cannot tell you the amount

You say you let your husband use the rent of the place? - I drew the rents and paid them to my husband

What I want to get at is how did you get the money to pay for this erection

His Honour Can you tell me how much it cost? - I cannot say

Mr Report I should like to point out your honour that the fire which took place at ~~their~~ hotel had a very bad effect upon her; so much so that she has not got her recollection back properly

His Honour What fire was this?

Mr Report At the Gormanston hotel some time afterwards

Mr Cusack Well we will go to the hotel now. Your husband carried on the business at Lynch's hotel? - It was

called the Criterion at Gormanston

On July 11 1898 the hotel was burned down
was it not? — Yes

Do you know whether the property was insured? — not by ourselves

But it was insured by the Cascade Brewery Company now what was saved from that fire? — I don't think there was anything saved

What nothing? — Nothing at all

The buildings were not totally destroyed? —
The hotel was totally destroyed — nothing was left at all only a chimney standing

Well now what about the cash — was any cash destroyed? — All that was in the house

You were doing a very good business at the time I believe? — he had been doing very well, but not so well just at that time
Did you personally save any money from the fire? — No

No cheques or notes? — No

I am instructed that at the time of the fire enquiring you were very much overcome and fainted? — Yes

Do you know a woman named McKensie of Kellys Basin who was at that time — or had been — a cook at your hotel? — Yes she is now living at Kellys Basin

When you fainted she attended to you? — Yes

She says that she had to undo your dress and that when she did so she

saw a large quantity of notes and cheques
? - Mr Frank Gaffney gave me that - just
before the fire enquiry

I understand it was a present from the
business people. How much was there and
of what did it consist? - I cannot tell
you now what notes or gold or cheques
there were - I cannot even tell you the
total amount, but it was over £50

His Honor was this the same morning
as the enquiry? - Yes Sir the same
morning

Mr Crisp was that given to you personally
or by your husband? - No, to me per-
sonally by Mr Gaffney

Do you know the amount of the insurance
money - was it £950? - I am not
sure. There was insurance for the
Cascade Brewery and for Mr Bur-
gess I think, but I am not sure

After the fire your husband carried
on the business on the site of the hotel
for some months? - Yes

Was it not in a little place that had
not been burned down? - Yes, it was
in a cottage I suppose you would call
it - it was on the next block and was
not a part of the same building

Do you know whether your husband
sold the building subsequently to Clark
? - I don't know much about the
business of that allotment

Do you know that Clark purchased
it subsequently? - I believe he did.

but don't know much about their business
 How long was your husband carrying on
 business on this site before he sold it to
 Clark. He sold every thing to Clark did
 he not. How long was he carrying on the bus-
 iness? — Until his license expired
 — about three months I think

Mr. Crisp (to his house) He sold under a power
 suit (to Winters) At the same time there was a
 sale of the horses and teams and carts
 was there not? — I cannot say, I don't
 know that he had any that I can tell you
 about. He has one horse now and that
 is all I remember

Is that the chest-nut horse? — Yes
 After the sale to Clark you went to
 Kelly Basin with your husband? — Yes

At that time what property had
 you? — He had the property at German
 town, the bake house and I had one block
 of land at Pillingers

How much did you pay for it — £660?
 — No I did not. I think it was a
 hundred and some pounds

How much did you give for it now
 ? — I can't remember: I bought it
 on a 14 years payment

His house under the waste lands Act?
 — Yes sir

How many acres were there? — I
 think about a quarter of an acre

You don't remember the price? — Some-
 thing over £100 It was the deposit
 money — I don't remember how much

- it was bought at auction
Mr Crisp If the records show that the price
 was £615.16.5

Witness That is a different lot

Mrs Amour Then you bought two lots? - Yes

- they were at different ends of the town

Mr Crisp When you first went to Pillingen
 you purchased a piece of land at a
 Government sale - I am not re-
 ferring to where your hotel is? - I am
 not speaking of that block

well you purchased a block - for how
 much? - For over £100 but I cannot
 tell you the exact amount - it was shortly
 after we went to Kellys Basin

In April 1899, about three months after
 you went there you purchased I think an-
 other block at a ~~Government~~ sale for
 £600 odd? - Yes

Mrs Amour were they both bought
 at auction? - Yes

What was the price of this last? -
Mr Crisp £666.13.4 - that is on the
 records; and the records show that you
 paid a deposit of £41.13.4 -
 would that be correct? - Yes

Where did you get these money?
 from? - The first money I had (put by?)
 before leaving Gormanston; then there
 was £50 odd from Mr Gaffney
 - and also another £100 from Mr
 Gaffney

What was that for? - He let me
 have £100 either as a gift or a loan -

I return it to him if I could. I also had £100 from my notes

Mr Deport Mr Jeffery supplemented the subscription Mrs Lynch has told us of by £100 from his own pocket after the fire

Mr Brown (Polines) You say you got £100 from your notes? — Yes

Where is she? — In Gormanston

What does she do? — She is a married woman

What does her husband do? — He was a manager at that time on the Mount Lyell mine

What is his name? — Blackwell

Were they in business? — No I think he has always been mining

What salary does he get? — I think about 12/- or 13/- a day

You say he was employed in the Mount Lyell Company? — He was then but is not now He is still at Gormanston and I think employed on this company [?]

Mr Crisp You have since sold these lots to Mr Little of Devonport? — Yes

What did you get for them? — I got £275 and I sold it in two different lots

When did you sell it? — I really can not tell you

Is it twelve months ago or a month or what? — It is more than a month

In November 1891 — would that be

11

eight for the last lot? — Yes, perhaps that would be right

Well besides those two lots at Kellys Basin you have told us of you proceeded to erect a large hotel on the Govt Reserve at Pellingen? — Yes

Did you have a residence license for that particular block? — Yes

You took out a residence license? — Yes

And you took possession of this piece of land on the reserve to build an hotel upon? — Yes

Did you know you were outside the boundary and that the Govt could not allow you to have that piece of land — in fact that you "jumped" it? — No, I thought it was correct

You had to get an Act of Parliament to put it right — is not that so? — I believe so

Well you built this hotel there — a very large hotel of 25 rooms rooms I believe? — It has had additions made to it

What did it cost you to build that hotel? — I cannot tell you exactly — about £400 or £450

His Honour You could not build a hotel with 25 rooms for £450

Witness There were only 13 rooms at first

Mr Cress What did the furniture cost you? I got it on the time payment system, I could not tell you what it cost.

12

It was not furnished very well in the first place

Mr. Brown When was your husband declared bankrupt?

Mr. Crisp Just about Christmas - he was adjudicated bankrupt on the 20th December
Mr. Brown (to witness) What was your husband doing at that time? - He did not do anything. He had nothing to do? - Nothing, but he had to hold the license for me.

Did he not help about the hotel - did he not serve in the bar? - No he did not serve in the bar.

What did he do then - just loaf about? - He did not work there - I cannot tell you what he did.

It appears then that you kept him instead of his keeping you? - That was luck I suppose; he could not do anything else than what he did.

Mr. Crisp How did you get the stock and furniture at Pillinger's? - I bought it from E. J. Miller to pay for when I could.

Mr. Brown Where is he? - At Zeehan.
Mr. Crisp And when did you build these additional 12 rooms to the hotel?
Mr. Brown Lynch? - I think they have been built about 15 months.

What did they cost? - I can't tell you the amount.

Did they cost one hundred or two hundred pounds? - I could not say - They cost a good bit.

I suppose you did a big business? — No not a very big business — I have not all the timber paid for yet

Where did you get the money from for the timber? — I got the timber from Rishy Bros

Have you paid for it? — No all
And the furniture? — I got that from Mr & J. Miller; but there is a balance due

How much did the furniture cost? — I think about £215 was the actual furnishing amount

Well now what was your husband doing from 1899 right down to the present time? Helping you in that hotel? — He has been just in the hotel and that is all. He has been doing nothing in the way of business

His ~~Amour~~ Has the license been in his name?
? — Yes

Then he has been carrying on the business
Mr Crisp What profits did you make at Kelly Basin? — Very little

Well you know you put up a house of 24 rooms — you would not do that unless you were doing a good business?

It took all the profits to keep the place going

And you borrowed money? — Yes I borrowed from the brewers and several others

Last Year — in June 1900 Charles Lynch transferred this hotel to you and

Act of Parliament having been passed in the meantime giving power to Charles Lynch to sell it? — It was a mistake — it should have been mine — he had no money to put into it

Well in June 1900 he transferred the land to you and you accepted it — for he considered a house of nil. Now you gave a mortgage over the land of £300 to Jane Eileen Reddome at Pillinger? — Yes

What did you do with that £300? — It was the purchase money to pay to the Govt for the land

And you have since given a mortgage of the land to [Driggs?] Brothers?

I — I signed a mortgage to them for it. Your brother-in-law Mr Edward Lynch obtained a judgment against your husband and issued execution? — Yes

And the bailiff was put in when you gave notice of claim against all the things as your property and amongst other things there was a chestnut horse. How did you get that horse? — I did not give them any instructions about the horse. I told them it was not mine. It is a mistake.

What about the cow? Does that belong to you? — Yes that belongs to me

And all that furniture? — Yes

You claim all that? — Yes

And the stock? — Yes

Now your husband besides keeping you in the hotel at Pillinger has been

pine cutting for you? — No, I had a man cutting for me but not my husband
 & His Honour what possessed you to go into the pine cutting trade? — Anything to make money

Mr Crisp Did at your husband get a man named Maxwell to cut logs? — Not that I know of

He cut nothing for you? — No

Then you claim these pines as your own property? — Yes, I was in partnership with Maxwell but I paid another man so much weekly

How much did they cut? — I can't say

How did you get the money to pay for this work? — Out of the profits of the hotel

Can't you give us some idea of the profits? — No

Were you making a thousand a year? — No

That is not an unreasonable amount? — I could not really speak as to the amount

His Honour How much did you take a week? — I cannot tell you; I never went into it in that way

When was pay night? — About every three weeks

Mr Crisp What would you consider a good night's takings? — In the best nights I should think £13 or £14

His Honour Thought it would be more than that

Witness You would not take half that now

Mr Crisp Mr Edward Lynch who made your husband bankrupt says the bankrupt is possessed of teams of horses carts and considerable effects. Is that correct? — I don't remember his having any

His Honour Is he bankrupt here?

Mr Alport He has not been summoned but he is in town and will be very willing to come up and give evidence

Mr Alport then explained about the transfer of the land and the Act of Parliament which had brought it about. He then proceeded to cross examine Mrs Lynch

At the inquest on the fire were you very unwell? — Yes

Have you ever thoroughly recovered from the shock you received on the occasion of that fire? — No

His Honour She carries on the business however

Mr Alport She has her husband's assistance of course in the management of the hotel ~~at~~ (to witness) Now as regards that bakery at Gormanston do you know whether the land is fully or partly paid for Has it a mortgage on it? — Yes? — I think it is fully paid for

Has it a mortgage on it? — Yes by the Cascades Brewery Company

Do you know how much it is let for — the rent of it? — For 35/- per one part of the week

The Cascade Brewery Company have

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a mortgage over it? — Yes

How long have they had it, do you know? —
They have had it since I started at the Basin
— When I first started I borrowed money
from them

You told Mr Cusper the bakery was erected
in 1896 I think? — Yes

That was some time before the fire? —
Yes, two years

And how was your husband getting on then?
— That was when he was in the hotel in
Gormanston

Was he doing pretty well? — Yes

Was he solvent? — Yes

He owed nothing? — Nothing that
I am aware of

Nothing that he could not pay? — No
You told his honour you had £30 when
you were married to the bankrupt
? — Yes as near as I can recollect

was that the money that you bought
the original block of land with at Gor-
manston? — Yes it was my own money
which bought that block

Then when you built that bake-
house did you borrow the money
for the building? — I think I got the
timber on credit

And how did you pay for that timber
afterwards? — I can't remember here but
I know I owe money now on the bakehouse

Did you use the rent of the bakehouse
to reduce the debt on it? — My hus-
band made use of the rent as a rule

and I have never had it back - it was to help him

Now at the inquest about this money that has been spoken of as being seen by Mrs McKenzie about your dress - I understand that you held it in trust? - Yes

It was what was given you by Mr Jaffrey and had been collected by public subscriptions? - Yes

Why was the subscription got up? - I cannot tell you - but I suppose because everything of ours was destroyed by the fire

Was your husband penniless? - Yes

I believe he had had a little money in the bank? - Yes

Were all your clothes burned? - Yes

And do you know of your own knowledge what your husband had there were a few pounds in the bank in his name I believe? - Yes but there was an outstanding Cheque which had not been presented and when it was presented it took all the money

And with the money you had he bought clothing for you as I understand all your clothing had been burned? - Yes

And with this reception your husband had nothing? - Nothing with my knowledge

Well, then you went to Kelly Basin in 1899? - Yes

At the beginning of the year? - Yes

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When you went there had you any property there? — Yes I had the block of land mentioned

And that you had bought on the credit system? — Yes

When you bought that you had certain moneys? — Yes

You have told us that beyond the moneys raised by subscription, what Mr Jeffery gave or lent you and what your sister gave or lent you that you had nothing? — No I do not think I had anything

That is when you bought block 2? — Yes

Then you began to build? — Yes

Where did you get the money from? You have told us you borrowed some from the brewery ^{business} and some from Mr Watchorn

Did you mention that before?

Mr Crush How much did you borrow from Mr Watchorn? — I think about £130

Was not that stopped? — Yes

Mr Alport The fact is I think that Mr Watchorn drew back after the loan was partly completed (to witness) Is that so? — Yes

But there was a loan from him? — Yes

And from Mac Gregor Bros and the Cascade Brewery? — Yes

Were there any other moneys that you borrowed? — No I don't think so

Who is it that is taking these proceedings

against your husband? — His brother
 anyone else? — Not that I know of.

His Amount How much is owing, William
 ? — £100

And how much to Burgers Brothers?
Mr Crisp: £400

Mr Report When you started business at
 Kellys Basin in whose name was the business
 carried on? — In my own name and
 every body recognised me as the owners
 of the business

His Amount In whose name was the
 license? — My husbands.

Mr Report Since you started who has
 paid all the bills? — I have paid all
 the bills

In whose name has all the stock been
 purchased? — In my name

Have you dealt with Messrs Burgers —
 Brothers? — Yes

Have you received bills from them? — Yes
 Ever since you have been at Pillinger
 — the whole time this hotel has been
 running? — Yes

Have you paid these bills? — Yes

Roughly speaking how much do
 you think those bills would amount
 to? — I should think close on £700
 or £800 and perhaps more

Do you owe them anything now? — No

Have you dealt with Messrs Watchorn
 ? — Yes

And received bills from them and
 paid them? — Yes

You know that Mr W Walcham is trustee to your husband's ^{bankrupt} estate? — Yes

His firm has been dealing with you ever since you went to Kellys Basin I think? — Yes

And has Mr Walcham ever said anything about this hotel belonging to your husband? — He has said nothing to me on the subject

On the contrary has he not always supplied you with his goods sent you the bills and received the money from you?

— Yes

And others have treated you in the same way and sent their bills in to you in the same way? — Yes

In whose name is the banking account? — In my own name

You have drawn on the takings? — Yes

And paid the accounts? — Yes

His answer You have always drawn the cheques? — Yes

Mr Report And it is now nearly four years since the fire took place and you have been in business three years and the people who have received your money have said nothing until today? — No

Has it been notorious in the district that everything was yours? — Yes

And that was known to everybody?

— Yes to everybody

At the inquest on the fire Mr Gaffney gave you fifty

pounds? — Yes something over that
 he subsequently gave you £100? — Yes
 You got a further sum of £100 from
 your sister? — Yes

What other moneys did you have when
 you went to Pillingers? — I had some
 money in the Gormanston Bank I think

Did the Cascade Brewery lend you any
 money on the bakery at that time? — Yes

How much? — £100 I think

And with these moneys you purchased
 these two pieces of land and built an
 hotel? — Yes, and I got a sum of
 money from watchmen

And the expense of the 15 additional
 rooms you put up in the hotel you
 found out of the profits of your
 business? — Yes

Mrs. Brown If she got this money
 in the way she says she did and these
 statements are absolutely true and
 correct it is a possible explanation

Mr. Report Mrs. Lynch has had no
 opportunity of seeing Mr. Gaffney
 on the subject, but he is quite pre-
 pared to come forward and ~~and~~
 give evidence and we can get other
 witnesses to corroborate Mrs. Lynch
 The poverty of this unfortunate
 husband has been shown by the
 evidence given today

Mr. Clerk I understand that Mr.
 Lynch is in town and I think it
 would be satisfactory if he were

here

Mrs Lynch He did not get any intimation to come

His Honor You are entitled to test the witness's evidence

It was decided to adjourn the case until half past two o'clock that same afternoon

Afternoon Sitting

At the hour mentioned the bankrupt was in attendance

Mr Alport read a declaration signed by the bankrupt to the effect that he was Trustee for his wife in July 1900 being a document to which Mr Alport had referred in the morning

Charles Robert Lynch, bankrupt.

Examined by Mr Crisp

I am the husband of Mrs Crisp who was here this morning

I am instructed that your brother started you in business at Gornauaston as a carter - is that so? - Well I had been working for him all my life he did not know for some considerable time after now we stood

till he sent me in a bill after I was married for £500 He supplied me with horses and carts

His Honor How many horses did he give you before you were married - 2 - Four if I am not making a mistake Four horses and two

vehicles. I speak from memory but I would not be positively sure

Mr Crisp You got on pretty well I think - as a cartier? - Yes very well

Then you went into the hotel at Gormaston? - Yes

His Honour It was at Gormaston you were principally carting? - Yes

You did very well with the carting? - Yes until the latter end

Mr Crisp Then you bought - three lots of land at Gormaston upon which the hotel was put up? - Before that I might tell you I lost nine horses in about seven months which caused me to go into the hotel business. I lost them from disease and this brought things almost down to a collapse

His Honour Did you buy these three allotments or did your wife buy them? - I bought them

How did you raise money to build the hotel? - It was principally borrowed from the Cascade Brewery Company and from Davis & Crisp [?]

And you transferred the hotel to the Brewery as security? - That was before the money was borrowed

Now there was a bakery at Gormaston that your wife had. How did she get that? - That was bought some years before - three years, or three and a half as near as I can say

How did it - you buy it? - No she

bought it - and it was of 12:10. as near as I can say for the land

How did she get the money to build the bakery?
2 - It was only a little place

But how did she get the money? - She had a considerable amount of money when we were married - she had been in service about $1\frac{1}{3}$ years and had saved it

How much? - I could not say - £30 or £40 and the place only cost a little money in the first instance. The Mount Lyall Company advanced the material and she paid for the labour - £7

You transferred the block on which the hotel is to the Brewery? - Yes

And on the 20th August following your wife transferred the bakery? - Yes

What was that transfer given by the wife for? - It was for borrowing money for me if I understood rightly

What did you do with it? - It all went to the Gormanston property for debt incurred that had to be met. We kept no records of these things, but I am giving you all I can remember

You remembered the fire? - I do so.

The place was pretty well burned down? - All but the chimney

And the insurance money - what became of it? - The Cascade Brewery had it.

What was the amount? - Seven hundred and fifty pounds (£750) I believe

That is right. What did the Brewery do with that money? — I could not say.

His Honour Did you get any of it? —
No your honour.

Mr Crisp How much did you owe to the Brewery at that time? — The Brewery took the lot — I know that.

Mr Report There was £ 646. 9. 4 owing to the Brewery and £ 143 to Crisp.

Mr Crisp Then after the fire you still carried on the business with a permit? — Yes.

Then you sold out the site to Clark ~~for~~ — what did you do with that money? — We never got a shilling of it — not out of the whole thing. Mr Burgess got that.

His Honour How much did you sell the site for? — £ 350 through Mr Burgess to Clark but we never saw a shilling of it — they were forcing the thing.

Mr Crisp Don't you know that the Brewery credited your account with the money? — That may be we lost everything in the fire and had no records to show.

I want to get at how the money was appropriated.

Mr Report. It did not clear them your honour. Mr Burgess paid the Brewery Company a cheque for £ 378. 9. 6 that was appropriated for money owing for cordials ale and beer and the balance was paid to Mr Crisp in discharge of his timber account.

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Mr. Crisp what about the profits you made
in your business? — I think the principal
part of the profits was forced on
a ca sa. I went away to a different place
but Mrs. Lynch unfortunately took in some
boarders who did not pay and who
left home by moonlight and that is —
unfortunately I think where the profits
came in — or rather went to ^{my wife} I am speak-
ing after the fire? — That was after the
fire

Cannot you account for any profits in
the business? — I cannot say — I was only
there about three months. I was disgusted
with the whole thing and I said to
my wife "If there is anything to be got
out of it take it yourself" The boarders
cleaned away and left her to
pay for everything

At the time you went to Pellingham
what about your horses and carts? —
I took none — there was only one

What did you do with the others? — There
were three horses in the stable but they
did not belong to me. At the time of the
fire there were two carts. One of them
is at Formanstown with a man named
Hill a carrier? — Very little I should
say — seven pounds. The other
horse and cart were taken to Kelly's
Basin and are still there

What are they worth? — About five
pounds I suppose.

His answer Have you only one cart at

Pillingen now? — That is all your honour. The cart which is at Pillingen has been brought since. There was only one cart at the time of the fire and it is still there.

Mr Crisp Then you went to Kelly Basin and your wife purchased some land there. Where did you get the money from?
 ? — Mrs Lynch had the money.

His Honour Where did she get it? — Well I know a certain amount she borrowed but I know she had £67 in the Savings Bank that has not been brought forward at all yet. She had that saved up for the children. It was the first money spent I think.

Mr Crisp: I suppose that would be money you had given to her? — No it was money which people had given to the children or for the children. At the time of the fire it amounted to £67.

His Honour How many children have you got? — Three now, and the eldest is about five years old — there was one older but he died.

~~You remember~~ Mr Crisp You remember seeing your brother at Zechar? — Yes. He asked you why you had put everything in your wife's name? — And I told him because my creditors would not meet me.

Did he say it was to block Burgers Brothers? — No; they were the only persons pushing, and the only thing they were after was Mrs Lynch's property.

and they could not possibly get that —
 Burger Brothers said they would not advance
 me any money but would advance it
 to Mrs Lynch through my brother and
 the Cascade Brewery and Watchhorn
 she has bought two or three properties
 — where did she get the money from?
 — Out of the business. I might tell you that
 the first money was never paid. She
 had money from the Cascade and Burger
 Brothers which was never paid

His Amour Did she borrow money down
 there? — Yes she borrowed money from
 Gaffney and from her sister
Mr Cusip How much from her sister? —
 £100 I believe

Was that a loan or a gift? — Well
 Gaffney and I have been children
 together — I know she got £100 from
 him and about £60 were collected
 for her after the fire

What did she get from the sister?
 she told me nearly £100 but was
 not quite positive as to the amount
 but that could be ascertained by wiring
 to the sister

Well now what have you been doing
 since the fire? — What could I do

I don't ask you what you could do,
 but what were you doing? — I was
 living on the best way I could

What have you been doing? — I offered
 them five shillings or the pound —
 but they would not meet me

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What have you been doing? — I have been holding the license

And helping in the hotel? — Yes, most of the time

What part would you take in the conducting of the hotel? — I was responsible for the law I suppose as I held the license

What part did you take — did you look after the bar? — Yes when the barman was out I looked after the bar

Did you generally supervise things? — Yes as much as any body else

And you built up the business? — well, yes, as well as anybody else

Did you have any salary? — I used to ask Mrs Lynch when I wanted a pound and she let me have it

Have you ever left the hotel for a lengthened period? — I was in Hobart once or twice

Will have you found any money for your wife at all? — No I had no money to find at all — everybody knows how we left the house

Was the subscription that was raised after the fire for you? — No, it was handed over to Mrs Lynch by Mr Gaffney

Mr Crisp. I think there are no other questions I wish to ask the witness

Examined By J. W. Report

Who is making your bankrupt? — My brothers

What was he a creditor for? — well that is a very funny question to ask. I never had a proper account from —

him and my opinion is that I am owing him nothing at all. He offered to take £70 and then he sent me a bill bringing it up to £100 petty cash and £30 odd for interest which there was never anything mentioned about. I tried to meet him in every way and Mrs Lynch was going to help him.

Mr Amour Your brother's claim is £130? — It is £160 odd. Once he offered to take £70. I had an interview with him soon after the fire and offered to give him bills and told him that the amount of £35 would be paid in three months and the bills afterwards. But that offer was refused. Ten days before the Court case at Bournemouth they said they would (not) give ^{bills} for £25 every three months till the full amount was paid which would mean £200.

Mr Report Then did he snap judgment on you? — Yes.

For one £160 odd? — Yes.

And then he proceeded to make you bankrupt? — Yes.

What do you owe Burgess Brothers? — I have no idea: they are claiming more than is owing.

Do you owe Hatcham Brothers anything? — Yes £24.

Did Burgess Bros. ever threaten you to take proceedings against you? — No.

It was left for his unbrotherly brother to do that? — Yes.

Mr Amour Was there any particular quarrel between you? — No.

Mr. Alport Has he any grievance against you? —
No.

How does he get on with you — is there anything between you? — Nothing but that he hates the wife that is what is causing all the trouble

It is a fact that Bruges Brothers to whom was owing £400 never took any proceedings, and has done nothing against you up to the present time? — No

Mr. Crisp You be careful! Did they not get judgment and issue execution against you? — It is news to me if they did — if they have got judgment it is indeed news to me

Mr. Alport In any conversation between you have they ever threatened you with bankruptcy? — No

Have they ever suggested that your money had been fraudulently put into your wife's name? — No no creature has ever done so except my brother

It was reserved for your brother to do this. Now, you remember when your wife built that bakery? — Yes in 1896, or '95 I think it was

Well now, at that time you were in the hotel at Gormanston? — Yes

Well now, were you solvent at that time? — Yes, before the fire

The misfortune was that the place was not insured & its value so far as you were concerned. At that time I understood that you were more than solvent — before the fire I mean? — Yes

After the fire you carried on business in the little hut or cottage close by? — Yes
 How many rooms were there in it? —
 Four rooms

Then the whole profit I suppose would be the profit on the sale of the liquor? — She had put on six boarders

Was there much opportunity to make profit at that period? — No there was no opportunity. Everything was done — the fire had destroyed the opportunity.

After the fire had you anything at all — what had you? — The morning after the fire I drew £111 out of the National Bank at Gormanston. That was all we had.

What did you do with that? — There was £15 I had to pay for a cheque. Then there were others left by the fire like ourselves without clothes. The purchase of clothes for ourselves amounted to £14, and the rest I had left I gave to Mrs. Lynch to get some things to keep the house going till it was open again. That was the only money I had — it was the next morning after the fire — it was everything I had.

There were several people in the hotel? — Yes, the place was full.

Several were nearly burned to death I believe? — Yes,

Yes — indeed there were six burned to death. I was burned and my brother was burned. I got burned going back for my brother.

This brother? — oh no — not this brother
I first got out Mrs Lynch and the boy and
then went back and got my legs and arms
and my hair burned

And everybodys clothes were burned?
— Yes

Everything? — They just escaped in
what they had on

Did you have, after that fire, anything
whatever? — No

That is absolutely true? — Except this
chestnut horse

And the old cart? — Yes

The horse is 2³/₄ years old I believe? — Yes
Is that everything? — It is everything in
the world

Now of course the suggestion is that your
money has started Mrs Lynch Is that
true or false? — It is not true — all she
got was the few pounds I have told
you about

And that was to keep you going? — Yes,
for the household expenses

Then what property have you now? — I
have no property at all

Nothing? — No

Do you remember that conversation
with your brother when you said you did
not tell your brother you would put
everything in your wifes name in
order to block Burgers Brothers? — No

Did such a conversation take place
? — I cant remember the conversation
at all

Mr Croft Before you got the license of

of the hotel at Pillingen

Mr. Report Or the conversation with your brother at Zeehan? — I saw him every time I was there

How long is it since you had a conversation with him? — At the end of July last at Waratah — he was quite friendly and led me on to believe they were going to settle it.

But the conversation which he alleges took place more than three years ago you don't remember? — No I do not
You know what money your wife has borrowed? — Near about

Of course you don't carry it in your head? — No. Ever since that hotel at Kelly Basin has been erected the bills have been made out in the name of Mrs Kelly Lynch. The goods have been supplied there and they have looked there for payment and it is notorious throughout the district that the property was here Burgess and Watchorn and the Cascades Company always rendered their accounts to Mrs Lynch and were paid by her

Mr. Cusick You have told us that you gave your wife £60 odd after the fire? — No I said that was the balance. It might have been £40 or £50 — it might only have been £20

What was done with that money? — It was used for furnishing and house keeping and everything that we had to get for after the fire we had nothing whatever left

His honour was there not any of the £111 left when you went into the cottage? — No, not a penny of it for there had been five weeks to keep us and provide things. There were seven of them left destitute besides the wife and children.

In report I think the witness has accounted for the balance of it.

Mr Crisp. You carried on the business there for three or four months — There was furniture there? — Yes.

This bill of Burgess Brothers — was it for liquor while you were selling under this permit? — I think there were others supplied us.

You mean to say there was no profit at all while you carried on the business under the permit? — I don't think there was. I was only there a few days. I was away for a time at Gordons River and Kellys Basin.

When you went to the Pullinger what became of this furniture you have told us of? — There was only some stretchers. He took the things away to Strahan and Mrs Field. I think got the balance of what we did not take with us.

What were you doing up the Gordon River — did you cut any pines there? — No.

None whatever? — No.

This closed the evidence.

Mr Report and Mr Crisp addressed the Court.

His Honour said he thought the money which Mrs Lynch had in the bank; that which she obtained from the Cascade Brewery from Walchorn, from Gaffney and from her sister - all those sums would sufficiently account for all the woman had done. The only money which might perhaps be said to have been misappropriated was that sum of £111 which Lynch had drawn out of the bank after the fire. The law would of course allow him to provide for clothes and other necessities after the fire - but there might have been a balance - that was all he (the learned judge) could say.

Mr Report said Lynch had accounted for more than half.

His Honour said there was a part which was not accounted for.

Mr Cusack said Mrs Lynch might very fairly pay something of that £111.

His Honour thought some of that was the creditors' money - he difficultly was to say how much.

Mr Report - Yes it is difficult to say what amount should be agreed upon.

His Honour said the question of costs should at all events be considered. It was rather rough on the creditors.

Mr Report thought that Mrs Lynch would pay these costs. Every body appeared to have been satisfied but it was reserved for this unbrotherly brother to take these proceedings!

Mrs Lynch had nothing beyond what she had to pay, then own creditors

Mr Cuspe. Jan told the property is worth £ 1500

His Honour I don't say how much should be paid but I think Mr Report you should find about half the sum mentioned

Mr Report. I will see about it

After some further argument the legal gentlemen agreed to come to some understanding if possible and the parties left the Court His Honour preferring not to make any order

The proceedings then closed.

John J. Altung
 Shorthand writer
 News Office
 Hobart

In the Supreme Court
of Tasmania
In Bankruptcy



In the matter of Charles R. Lynch a
Bankrupt

Kindly permit bearer to search proceedings
Dated this 29th day of April 1902
J. Walker Wolfhagen & Walch

The Registrar.



In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of Charles R. Lynch
a Bankrupt

Search Paper

Walter Woffhagen & Walsby

In the Supreme Court
of Tasmania
In Bankruptcy

In the Matter of Charles R. Lynch of Kelly
Basin in Tasmania Hotelkeeper a bankrupt

A meeting of the Creditors of the above named Charles R. Lynch who was adjudicated a bankrupt on the 20th day of December 1901 will be held at the Office of Messrs Simmons Crisp & Simmons, Franklin Chambers, Macquarie Street, Hobart on the 27th day of April instant at 3 o'clock in the afternoon for the purpose of sanctioning the assent by the Trustee to a scheme of settlement of the affairs of the bankrupt.

W. J. Watchorn
Trustee.

Simmons, Crisp & Simmons
Solicitors for the Trustee.

This is the copy notice marked 'A' referred to in the
annexed Affidavit of Keith Norman sworn before
me the 1st day of May 1904.
W. J. Watchorn
Justice of the Peace

This is the list marked 'B' referred to in the annexed
affidavit of Victor Norman sworn before me this
fifth - day of May, 1904.

James D. Henry
Justice of the Peace.

'B'

J. O. Henry.
D. H. Conolly ✓
J. A. White ✓
Watchorn Bros. ✓
Mrs R. Clarke. ✓
Chas. Thompson ✓
Craw Bros. & Creed. ✓
Jas. Boag ✓
Edward Lynch.
Burgess Bros. ✓

Strahan
Launceston.
Greens Town
Wharf.
Greens town
Glenorchy.
Greens town.
Launceston.
Waratah.
Wharf.

In the Supreme Court
of Tasmania
In Bankruptcy



In the Matter of Charles R.
Lynch of Kelly Basin in Tasmania
Hotelkeeper a Bankrupt

I, Keith Norman, of Hobart in Tasmania clerk to Messieurs
Simmons, Crisp & Simmons of the same place Solicitors make oath and
say as follows:-

That I did on the sixteenth day of April One thousand nine
hundred and four at the hour of forty-six minutes past ten of the
clock in the forenoon send post paid through the General Post Office
Hobart a copy of the Notice a copy of which is hereunto annexed and
marked 'A' to each and every of the Creditors referred to in the list
hereto annexed marked 'B' to the addresses there set opposite their
respective names

~~Sworn at Hobart aforesaid this~~
~~day of April One thousand~~
~~nine hundred and four~~
~~Before me~~

Keith Norman

~~A Justice of the Peace.~~

Sworn at Hobart aforesaid this fifth
day of May One thousand nine
hundred and four
Before me

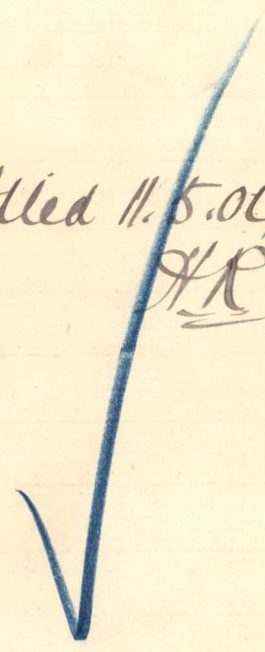
~~A Justice of the Peace.~~

In the Supreme Court
of Tasmania
In Bankruptcy

In the Matter of Charles J.
Lynch of Kelly Basin in Tasmania
Hotel Keeper a Bankrupt.

Affidavit
of posting of Notice

Filed 11.5.04
JHR



Simmons, Griep & Simmons
Solicitors for the Trustee.

In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of a Debtors Summons against
Charles R Lynch of Kelly Basin
in Tasmania Hotelkeeper

Particulars of Claim

1901

August 10

To amount of judgment recovered against the
defendant on this date by the said Edward
Lynch in the Supreme Court of Tasmania
held at Burnie in its Local Courts Jurisdiction

168 "18" 6

September 5

To costs of Issuing Warrant of Execution

10 "

Dated this 24th day of October 1901

L 169 8 6

Simmons Cries Summons

Agent for D. J. Cries

attorney for the Judgment Creditor

In the Supreme Court
of Tasmania
In Bankruptcy



Edward VII by the Grace of God of
the United Kingdom of Great Britain
and Ireland King Defender of the
Faith

To Charles R. Lynch of Kelly Basin in Tasmania
Hotelkeeper

We warn you that unless within seven days after the
service of this Summons on you exclusive of the day of such
service you do pay to Edward Lynch of Waratah in Tasmania
Hotelkeeper the sum of One hundred and sixty nine pounds
eight shillings and sixpence being the sum claimed of you by
him according to the particulars hereunto annexed in respect of
a judgment recovered against you by him on the tenth day of
August One thousand nine hundred and one in the Supreme
Court of Tasmania held at Burnie in its Local Courts jurisdiction
or shall compound for the same to his satisfaction you will have
committed an act of Bankruptcy in respect of which you may
be adjudged a bankrupt on a Bankruptcy Petition being
presented by the said Edward Lynch unless you shall have
within the time aforesaid applied to the Court to dismiss this
Summons on the ground that you are not indebted to him in
the sum claimed or that you are indebted to him in a sum
less than fifty pounds

Dated this ^{twenty fourth} ~~second~~ day of October 1901

Registrar

In the Supreme Court
of Tasmania

In Bankruptcy —

In the matter of a Debtors Summons
against Charles P. Lynch of Kelly Basin
in Tasmania Hotelkeeper —

Debtors Summons

You are specially to note that the consequences which will follow any neglect to comply with the requisitions contained in Summons are that you may be adjudged a Bankrupt on the petition of Edward Lynch should you not pay to or compound with him for the sum claimed within seven days from the service of this Summons on you —

If however you are not indebted to the said Edward Lynch in the sum claimed or are only indebted to him in a sum less than £50 you must make application to the Court within the like number of days to dismiss this Summons by filing with the Registrar an Affidavit stating that you are not so indebted or only so to a less amount than £50 which will thereupon fix a day for the hearing of your application —

Filed

24. 10. 1901.

CB.

Simmons & Simmons of
Franklin Chambers Macquarie Street Hobart
Agents for J. G. Crisp suing out this Summons and
carrying on business at Burnie in Tasmania

In the Supreme Court }
of Tasmania }
In Bankruptcy

In the matter of Charles R
Cynck of Kelly Basin in Tasmania
Hotelkeeper a Bankrupt

Whereas the said Charles R. Cynck having
been adjudged Bankrupt at a Court holden
this day It is ordered that the first meeting
of the creditors of the Bankrupt shall be held at
the offices of Messieurs Simmons Gifford & Simmons Solicitors Bankers
Chambers Macquarie Street Hobart on the fourteenth day of January
one thousand nine hundred and two at three o'clock in
the afternoon and that the said Charles R Cynck
do personally attend such meeting for the purpose of
being examined thereat and to produce thereat
a statement of his affairs as required by law.

Dated this twentieth day of December 1901—

By the Court

Johnnie
Registrar

In the Supreme Court
of Tasmania }
In Bankruptcy

In the matter of Charles
R. Lynch of Kelly Basin
in Tasmania Hotelkeeper a
Bankrupt

Order
for first meeting and for the
attendance of Bankrupt
thereat. _____

And

20. 12. 1901

G.D.

Simmons Crisp Simmons
Agents for 2 Yrs
Attorney for the Petitioner



In Bankruptcy.

IN THE MATTER of Charles R Lynch
of Kelly Basin in Tasmania Hotel Keeper a bankrupt.

Minutes of resolutions come to and proceedings had at the first meeting of
creditors held at Hobart this *fifteenth* day of *January*
1882 *W. J. Pratt* Chairman.

We, the undersigned creditors, being a majority in value of the creditors
present, personally or by proxy, at this meeting, and voting on this resolution,
do hereby resolve as follows:—

That *William John Watchorn* of Hobart Merchant shall be the trustee
of the property of the bankrupt at ~~such~~ ^{the} remuneration ~~as the creditors may from~~
~~time to time determine.~~ *of five pounds per centum*
on all moneys coming to his hands as such
Trustee.

W. J. Pratt
Chairman

Creditors' signatures.

Amount of Debt.

Charles Thompson by his proxy E. B. Baker

52 10 .

C. Thompson

52 10 .

W. J. Pratt

24 2 .

Edward Smith by his proxy W. J. Pratt

169 8 6

In the Supreme Court of Tasmania.

In Bankruptcy.

In the matter of ~~proceedings for liquidation~~
by arrangement or composition with creditors
instituted by Charles R Lynch
of Hobart Kelly Basin in
Tasmania Hotel Keeper

Minutes of Proceedings at First Meeting held the
14th day of Jan'y 1890

11th

15. 1. 1902

19.

Summers & Co. Solicitors

In the Supreme Court
of Tasmania
In Bankruptcy



In the Matter of Charles R. Lynch
of Kelly Basin in Tasmania Hotelkeeper
a Bankrupt.

Minutes of resolutions come to and proceedings had at
a Meeting of Creditors held at the offices of Simmons & Co.
& Simmons Solicitors Macquarie Street Hobart on the
twenty-seventh day of April One thousand nine hundred
and four.

M^r W. H. Burgess the Younger was elected Chairman

It was resolved that this meeting stand adjourned until
Saturday the thirtieth day of April 1904 at 11. a.m.

W. H. Burgess
Chairman.

L. A. Wakeham by his proxy Herbert E. Edmunds
E. R. Fisher proxy for Chas. Thompson
E. R. Fisher proxy for Jas. Boag.

In the Supreme Court
of Tasmania
In Bankruptcy

In the Matter of Charles R
Lynch of Kelly Basin in Tasmania
Hotelkeeper a Bankrupt

Minutes
of resolution.

Filed 11.5.04

Amos & Co. & Co.
Solicitors for the Trustee.

**IN THE SUPREME COURT OF
TASMANIA, IN BANKRUPTCY.**

CHARLES R. LYNCH, of Kelly Basin, in Tasmania, Hotelkeeper, was adjudged a Bankrupt on the twentieth day of December, one thousand nine hundred and one. The first Meeting of Creditors will be held at the offices of Messrs. Simmons, Crisp, and Simmons, Franklin Chambers, Macquarie-street, Hobart, in Tasmania, on the fourteenth day of January, one thousand nine hundred and two.

Until the appointment of a Trustee all persons having in their possession any of the effects of the Bankrupt must deliver them, and all debts due to the Bankrupt must be paid to the Registrar. Creditors must forward their proofs of debts to the Registrar.

SIMMONS, CRISP, AND SIMMONS,
Agents for T. J. Crisp, Attorney for the
Petitioning Creditor.

Ad.

15. 1. 1902.

Money 23. Dec 1901

In the Supreme Court of Tasmania.

In Bankruptcy.

in the matter of Charles R. Lynch of Kelly Basin in Tasmania Hotel Keeper a Bankrupt

MEETING held at Office of Messrs. Cairns & Co. Solicitors Hobart this fourteenth day of January, 1892,

No. of Assents of Creditors.	Number.	Names of Creditors present or assembled.	Amount of Assent.			Amount of Proof.		
1	1	Charles Thompson by his proxy L. B. Bishop	52	10	-	52	10	-
2	1	Edward Lynch by his proxy L. P. Gussie	169	8	- 6	169	8	6
3	1	W. J. Watchorn	24	2	-	24	2	-
		Total number of Creditors present or assembled.						
		Total Number of Assents.						
Totals.....£			246	0	6	246	0	6

W. J. Watchorn
Chairman

In the Supreme Court of Tasmania.

In Bankruptcy.

In the matter of Charles R.
Lynch of Kelly Basin in
Tasmania Hotelkeeper

List of Creditors assembled to
be used at every Meeting.

Ind

15. 1. 1902

gB.

Summers Crops Summers

In the Supreme Court
of Tasmania.

In Bankruptcy.

IN THE MATTER of CHARLES R.
LYNCH of Kelly Basin in Tasmania Hotel-
keeper a Bankrupt.

WHEREAS the said Charles R. Lynch having been adjudged bankrupt at a Court holden this day it is ordered that the first meeting of the Creditors of the bankrupt shall be held at the offices of Messieurs Simmons Crisp and Simmons Solicitors Franklin Chambers Macquarie Street Hobart on the fourteenth day of January One thousand nine hundred and two at Three o'clock in the afternoon and that the said Charles R. Lynch do personally attend such meeting for the purpose of being examined thereat and to produce thereat a statement of his affairs as required by law.

DATED this twentieth day of December 1901.

By the Court,

(sd) Geo. Browne.

Registrar.

In the Supreme Court
of Tasmania.
In Bankruptcy.

IN THE MATTER of CHARLES R.
LYNCH of Kelly Basin in Tasmania Hotel
keeper a Bankrupt.

(Copy) — O R D E R. — for
first meeting and for the attendance
of Bankrupt thereat.

Filed 20th 12/1901.

G. B.

Simmons Crisp & Simmons.

Agents for T. J. Crisp.

Attorney for the Petitioner.

In the Supreme Court
of Tasmania.

In Bankruptcy.



IN THE MATTER of CHARLES R LYNCH
of Kelly Basin in Tasmania Hotelkeeper
a Bankrupt.

I John Giani of Kelly Basin in Tas-
mania Police Constable make oath and say;-

1. THAT I did on Thursday the Second day of January
One thousand nine hundred and two serve the above named Charles R
Lynch with a Copy of the Order of this Honorable Court duly seal-
ed with the Seal of the Court and dated the twentieth day of Dec-
ember One thousand nine hundred and one requiring the said Charles
R Lynch to attend at his first meeting of creditors at the off-
ices of Messrs Simmons Crisp and Simmons Franklin Chambers Mac-
quarie Street Hobart on the fourteenth day of January One thousand
nine hundred and two at three o'clock in the afternoon by deliver-
ing the same personally to the said Charles R. Lynch.

SWORN at Pillinger in Tasmania
this 3rd day of January
One thousand nine hundred and two.

Before me,

J Giani
Constable

A Justice of the Peace.

John E Barton JP

In the Supreme Court
of Tasmania.

In Bankruptcy.

IN THE MATTER of CHARLES R
LYNCH of Kelly Basin in Tasmania
Hotel-keeper a Bankrupt. _____

— AFFIDAVIT. —

of service of Order.

Filed

15. 1. 1902

g
g

Simmons Crisp & Simmons.

Agents for T. J. Crisp.
Attorney for the Petitioner.



In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of CHARLES R
LYNCH of Kelly Basin in Tasmania
Hotelkeeper a bankrupt

I WILLIAM JOHN WATCHORN of Hobart in Tasmania Merchant the Trustee of the estate of the said bankrupt do make application to this Court under the provisions section eighty nine of The Bankruptcy Act one thousand eight hundred and seventy that Emma Lynch of Kelly Basin aforesaid wife of the said Bankrupt may be summoned to give evidence herein and to produce all documents in her custody or power relating to the bankrupt his dealings or property on the ground that the said Emma Lynch is supposed to have in her possession certain property of the bankrupt.

Dated this *Seventeenth* day of February one thousand nine hundred and two

Trustee

3/3/02 The Justice Clerk
11 am.
Mr SP. Crisp for Trustee
Mr Lewis Airport. for Mr Lynch

Emma Lloyd Suva.
x^d by Mr Crisp.
x^x^d by Mr Airport
re x^d by Mr Crisp

at 2.30 the appt.
to take Exam. of Chas R Lloyd
Bankrupt.

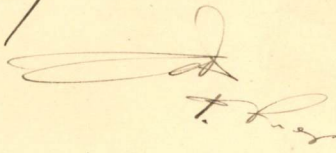
2.30 pm.

Chas. R. Lloyd.
x^d by Mr Crisp
x^x^d by Mr Airport
re x^d by Mr Crisp

In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of CHARLES R
LYNCH of Kelly Basin in Tasmania
Hotelkeeper a bankrupt

APPLICATION
for summons under Section 89

Filed 17.2.02

J. R. Crisp

3/3/02

Simmons Crisp & Simmons
Attorneys for the Trustee



In the Supreme Court
of Tasmania
IN BANKRUPTCY

IN THE MATTER of CHARLES R

LYNCH of Kelly Basin in Tasmania Hotel-
keeper a bankrupt

I William John Watchorn of Hobart in Tasmania Merchant the
Trustee of the estate of the said bankrupt do make application
to this Court under the provisions of section eighty nine of
the Bankruptcy Act one thousand eight hundred and seventy that
Henry Nicholls of Hobart aforesaid Manager of The Cascade Brewery
Company Limited may be summoned to give evidence herein and to
produce all agreements and documents and all books of account and
ledgers in the custody or power of the said Company relating to
the bankrupt his dealings or property on the ground that the said
Company is supposed to have received large sums of money the
property of the bankrupt

DATED this *27th* day of February one thousand nine hun-
dred and two

W. J. Watchorn

Trustee.

In the Supreme Court
of Tasmania
IN BANKRUPTCY

IN THE MATTER of CHARLES R
LYNCH of Kelly Basin in Tasmania Hotel-
keeper a bankrupt

A P P L I C A T I O N
for summons under section 89

Filed 27/2/02
[Signature]
T.R.

Simmons Crisp & Simmons
Attorneys for the Trustee

7-3.02

12. 30 am

Mr. Crisp per Tinsley

Mr. Cecil Allport to Mrs. Lyner

The crisis. The creditors accept \$35 from
Mrs. Lynch and give a release
to all claim on her property
Release produce and approves by
Hon. Hon.

.....

In the Supreme Court
of Tasmania
In Bankruptcy



In the matter of a Bankruptcy Petition
against Charles R. Lynch of
Kelly Basin in Tasmania Hotel Keeper

I Edward Lynch of Waratah in Tasmania
Hotelkeeper the Petitioner named in the Petition
hereunto annexed make oath and say:-

1 That the several statements in the said Petition
are within my own knowledge true

Sworn at Burnie in
Tasmania this twenty eighth day
of November one thousand nine
hundred and one

E. Lynch

Before me

A. Stuttered

A Justice of the Peace

In the Supreme Court
of Tasmania
In Bankruptcy

In the matter of a Bankruptcy
Petition against Charles R
Lynch of Kelly Basin in
Tasmania Hotel Keeper

Affidavit of
truth of Statements in Petition

Samson Cusp & Simmons
Agents for T J Cusp
Barrister Attorney for the
Petitioner

In the Supreme Court
of Tasmania.



In Bankruptcy.

To the Honorable the Supreme Court of Tasmania. In Bankruptcy.

THE HUMBLE PETITION OF *Edward*

Lynch of Waratah — in Tasmania. *Hotelkeeper*

SHOWETH

That *Charles R. Lynch*

resides and carries on business within the *Southern* Electoral Districts,

that is to say at — *Kelly Basin* — in Tasmania.

That the said *Charles R. Lynch*

is indebted to your Petitioner in the sum of *one hundred and sixty nine pounds eight shillings and six pence* in respect of a judgment obtained by your Petitioner against the said *Charles R. Lynch* on the tenth day of August last in the Supreme Court of Tasmania held at *Burnie* in its Local Court's jurisdiction for goods sold and delivered by your Petitioner to the said *Charles R. Lynch* at his request and for money paid by your Petitioner for the said *Charles R. Lynch* at his request and for money lent by your Petitioner to the said *Charles R. Lynch* at his request and for interest as aforesaid and for money found to be due from the said *Charles R. Lynch* to your Petitioner on accounts stated. That the said *Charles R. Lynch* is a Trader carrying on the trade or business of an *Hotel Keeper*.

That your Petitioner doth not, nor doth any person or persons in *his* behalf hold any security on the Bankrupt's Estate or on any part thereof for the payment of the said sum

That the said *Charles R. Lynch*

has committed an act of Bankruptcy within six months before the presentation of this Petition.

That the act of Bankruptcy committed by him was:—

That your Petitioner has served in the prescribed manner on the said *Charles R. Lynch* a debtor's Summons requiring him to pay the said sum of *one hundred and sixty nine pounds eight shillings and six pence* and the said *Charles R. Lynch* has for the space of seven days succeeding the service of said Summons neglected to pay such sum or to secure or compound for the same

YOUR PETITIONER therefore humbly prays that on proof of the requisites in

This is the Petition referred to in the annexed affidavit of Edward Lynch sworn before me this twenty eighth day of November 1901. *A. S. Letheridge*
A Justice of the Peace

that behalf on the hearing of this Petition the said

Charles R. Lynch

may be adjudicated a Bankrupt.

AND Your Petitioner shall ever pray, etc.

Signed on the *the twenty eighth* day of
November One thousand
116 ^{*nine*} ~~eight~~ hundred and ~~ninety~~ *one*

Chenck

In the presence of

W. S. Crisp

Attorney of the Supreme Court of Tasmania.

The above Petition having been presented to this Court on the *second*
— day of *December* One thousand ^{*nine*} ~~eight~~ hundred and
~~ninety~~ *one*, It is ordered that the said Petition shall be heard at

The Judges Chamber in Court —
— on the *20th* day of *December*
One thousand ^{*nine*} ~~eight~~ hundred and ~~ninety~~ *one* at *10.30* o'clock
in the *fore* noon.

And you the said *Charles R. Lynch* are
to Take Notice that should you intend to dispute the truth of any of the statements
contained in this petition you must file with the Registrar of this Court a Notice
showing the grounds upon which you intend to dispute the same, and send by Post
a copy of the affidavit to the Petitioner three days before the day fixed for the
hearing.

In the Supreme Court of Tasmania.

In Bankruptcy.

In the Matter of a Bankruptcy Petition
against *Charles R. Lynch*
of *Kelly* of _____

_____ *Basin* in Tasmania.
Hotel keeper

BANKRUPTCY PETITION.

Trus. Council
Secy. Secy.
M. Pherson

Jud

2. 12. 1901

g
B.

10. 59 a.m.

Simmons & Simmons
Agents for J. J. Basin. Basinie
Attorney for the Petitioner.

In the Supreme Court
of Tasmania

In Bankruptcy

In the matter of Charles R
Hotelkeeper a Bankrupt

Lynch of Kelly's Basin in Tasmania

Statement of the affairs of the above Charles R Lynch on the 20th day of December 1901

	£	s	d		£	s	d
Unsecured Creditors as per list (A)	781	18	6	Stock in trade at Ellenger estimated at	"	"	"
Creditors fully secured as per list (B)				Book debts about £300 estimated to produce	"	"	"
Less estimated value of securities surplus to costs				Stock in hand	"	"	"
Creditors partly secured as per list (C)				Bills of exchange or other similar securities estimated to produce	"	"	"
Estimated value of securities				Furniture fixtures and fittings at Ellenger estimated to produce	"	"	"
Other liabilities as per list D				Property as per list (G)	"	"	"
Creditors for rent and wages as per list E				Surplus from securities in the hands of creditors fully secured see costs	"	"	"
Liabilities on Bills discounted as per list F Of which it is expected will rank against the Estate for dividend							
Total debts	£ 781	18	6	Total assets	£	"	"

Charles R Lynch
January 10th 1902

A

List of Creditors

Name	Address	Amount of debt		
		£	s	d
Burgess Bros	Hobart	400	0	0
Edward Lynch	Launceston	168	18	6
James Boag	Launceston	15	"	"
Erwin Bros & Co	Queenstown	58	"	"
Charles Hampden	Gloucester	52	10	"
Wm R. Clarke	Queenstown	11	10	"
Watkins Bros	Hobart	24	"	"
J. A. White	Queenstown	24	"	"
D. A. Connolly	Launceston	28	"	"
		781	18	6

In the Supreme Court
of Louisiana
In Bankruptcy

In the matter of Charles
R. Lynch of Pellice Basin
in Louisiana Hotelkeeper a
Bankrupt

Statement of affairs

Produced at
Meeting

Myrnanthorn
Chairman

14/1/02

And

15. 1. 1902

B.

A. D. Jones
Attorney for Bankrupt
Debtor

In The Supreme Court of Tasmania.

In Bankruptcy.

in the matter of Charles R. Lynch of Kelly Basin in Tasmania Hotelkeeper a Bankrupt

MEETING held at the Office of Messrs Simons Cusack & Simons Macquarie Street Hobart this twentieth day of April, 1904,

No. of Assents of Creditors.	Number.	Names of Creditors present or assembled.	Amount of Assent.			Amount of Proof.		
1	1	James Boag.	10	.	.	10	.	.
1	2	C. W. Thompson.	52	10	.	52	10	.
1	3	Walchorn Bros.	24	.	.	24	.	.
	3	Total number of Creditors present or assembled.						
3		Total Number of Assents.						
		Totals.....£	91	10	.	91	10	.

In the Supreme Court of Tasmania.

In Bankruptcy.

In the matter of Charles R.
Lynch of Kelly Basin in
Tasmania Hotelkeeper a
Bankrupt.

List of Creditors assembled to
be used at every Meeting.

Filed 11.5.04
VR

Simmons and Simmons
Attorneys for the Trustee

In The Supreme Court of Tasmania.

In Bankruptcy.

in the matter of *Charles J. Lynch of Helly Basin in Tasmania Hotelkeeper a Bankrupt*

MEETING held at *the office of Messrs Common Apts & Common Macquarie Street.*
Hobart this *twenty-seventh* day of *April*, 1904,

No. of Assents of Creditors.	Number.	Names of Creditors present or assembled.	Amount of Assent.			Amount of Proof.		
<i>1</i>	<i>1</i>	<i>James Boag</i>	<i>15</i>	<i>.</i>	<i>.</i>	<i>15</i>	<i>.</i>	<i>.</i>
<i>1</i>	<i>2</i>	<i>G. E. Thompson</i>	<i>52</i>	<i>10</i>	<i>.</i>	<i>52</i>	<i>10</i>	<i>.</i>
<i>1</i>	<i>3</i>	<i>Watchorn Bros.</i>	<i>24</i>	<i>.</i>	<i>.</i>	<i>24</i>	<i>.</i>	<i>.</i>
	<i>3</i>	Total number of Creditors present or assembled.						
<i>3</i>	Total Number of Assents.							
		Totals.....£	<i>91</i>	<i>10</i>	<i>.</i>	<i>91</i>	<i>10</i>	<i>.</i>

In the Supreme Court of Tasmania.

In Bankruptcy.

In the matter of Charles A.
Lynch of Kelly Basin in Tasmania
Hotelkeeper a Bankrupt

List of Creditors assembled to
be used at every Meeting.

Simmons Croft & Simmons
Attorneys for the Trustee

In the Supreme Court
of Tasmania.

In Bankruptcy.

To the Honorable the Supreme Court of Tasmania. In Bankruptcy.

THE HUMBLE PETITION OF Edward

Lynch of Waratah — in Tasmania. Hotelkeeper.

SHOWETH

That Charles R. Lynch
resides and carries on business within the Southern Electoral Districts,
that is to say at Kelly Basin — in Tasmania.

That the said Charles R. Lynch
is indebted to your Petitioner in the sum of one hundred and sixty-nine pounds
eight shillings and six pence in respect of a judgment obtained by your Petitioner against the
said Charles R. Lynch on the tenth day of August last in the Supreme Court of Tasmania held at Burnie
in its Local Courts Act Jurisdiction for goods sold and delivered by your Petitioner to the said Charles
R. Lynch at his request and for money paid by your Petitioner for the said Charles R. Lynch at his
request and for money lent by your Petitioner to the said Charles R. Lynch at his request and for
That the said interest as aforesaid and for money found to be due from the said Charles
R. Lynch to your Petitioner on accounts stated. That the said Charles R. Lynch
is a Trader carrying on the trade or business of a Hotel Keeper

That your Petitioner doth not, nor doth any person or persons in his
behalf hold any security on the Bankrupt's Estate or on any part thereof for
the payment of the said sum

That the said Charles R. Lynch
has committed an act of Bankruptcy within six months before the presentation of
this Petition.

That the act of Bankruptcy committed by him was:—
That your Petitioner has served in the prescribed manner on the said Charles
R. Lynch a debtors Summons requiring him to pay the said sum of one
hundred and sixty-nine pounds eight shillings and six pence and the
said Charles R. Lynch has for the space of seven days succeeding the
service of such Summons neglected to pay such sum or to secure or
compound for the same

YOUR PETITIONER therefore humbly pray that on proof of the requisites in

that behalf on the hearing of this Petition the said

may be adjudicated a Bankrupt.

AND Your Petitioner shall ever pray, etc.

Signed on the *twenty-eighth* day of
November ——— One thousand } (*sd*). *C. Lynch.*
nine
eight hundred and *ninety one*

In the presence of

Thos. J. Crisp.

Attorney of the Supreme Court of Tasmania.

The above Petition having been presented to this Court on the *second*
—— day of ~~*November*~~ *December* One thousand *nine* ~~*eight*~~ hundred and
ninety one, It is ordered that the said Petition shall be heard at
the Judges Chambers in Hobart
on the *20th* day of *December*
One thousand *nine* ~~*eight*~~ hundred and *ninety one* at *10:30* o'clock
in the *fore* noon.

And you the said *Charles R. Lynch* ——— are
to Take Notice that should you intend to dispute the truth of any of the statements
contained in this petition you must file with the Registrar of this Court a Notice
showing the grounds upon which you intend to dispute the same, and send by Post
a copy of the affidavit to the Petitioner three days before the day fixed for the
hearing.

In the Supreme Court of Tasmania.

In Bankruptcy.

In the Matter of a Bankruptcy Petition
against *Charles B. Lynch*

— of —

Kelly Basin — in Tasmania.

Hotelkeeper —

Copy.

BANKRUPTCY PETITION.

Limmons, Crisp & Limmons,
Agents for J. J. Crisp, Barrister
Attorney for the Petitioner.

In the Supreme Court
of Tasmania.
In Bankruptcy.



In the matter of a Bankruptcy
Petition against Charles B. Lynch
of Kelly Basin in Tasmania
Hotel-keeper.

I John Giani of Tellingier in
Tasmania Police constable, make oath and say:—

1. — That I did on _____ the Fifth day
of December one thousand nine hundred and one
serve the above mentioned Charles B. Lynch with a
copy of the above mentioned Petition duly sealed
with the seal of the Court by delivering the same
personally to the said Charles B. Lynch.

Sworn at Tellingier in
Tasmania this 6th
day of December one thousand
and nine hundred and one
Before me

John Giani
constable

John E. Barton
A Justice of the Peace.

In the Supreme Court
of Tasmania
In Bankruptcy.

In the matter of a Bankruptcy
Petition against Charles R.
Lynch of Kelly Basin in Tas-
mania Hotel-keeper —

Affidavit of
service of Bankruptcy
Petition. —

To be returned

And

12. 12. 1904.

G.
B.

Simmons, Crisp & Simmons
Agent for J. J. Crisp - Burnie
Attorney for the Petitioner.

In the Supreme Court
of Tasmania.

In Bankruptcy.

IN THE MATTER of *Charles R Lynch*
of *Kelly Basin*

William John Hatchorn ^{a Bankrupt} of *Hatchorn Bros*
of *Hobart in Tasmania*.

make oath and say :—

1. That the said *Charles R Lynch* was at the date of
the order of adjudication and still is justly and truly indebted to me in the sum of
Twenty four pounds Two shillings
for *Goods supplied*.
for which said sum or any part thereof I say that I have not nor hath any person
by my order or to my knowledge or belief for my use had or received any
manner of satisfaction or security whatsoever save and except the following :

Date.	Drawn.	Acceptor.	Amount.	Date when due.

Sworn at *Hobart in Tasmania*
This fourteenth day of January.
One thousand nine hundred & Two

A. J. Hatchorn *J. R. Hatchorn*

I appoint
of

proxy in the above matter.

In the Supreme Court of Tasmania.

In Bankruptcy.

In the matter of *Charles R. Lynch*

a Bankrupt

AFFIDAVIT OF PROOF OF DEBT.

Admitted

Wm. Graham

Chairman

Ind

13th Nov. 1902

93

In Bankruptcy.

IN THE MATTER of Charles R Lynch
of Kelly Basin in Tasmania
Hotel Keeper
a Bankrupt
I Edward Lynch of Waratah in Tasmania
of Hotel Keeper

make oath and say :—

1. That the said *Charles R Lynch* was at the date of the order of adjudication and still is justly and truly indebted to me in the sum of *one hundred and sixty nine pounds eight shillings and sixpence* in respect of a judgment obtained by me against the said *Charles R Lynch* in the Supreme Court of Tasmania held ~~for~~ *at* ~~therein~~ *in its local courts* ~~but~~ *jurisdiction for* ~~first~~ *and* ~~debted~~ *and* ~~for~~ *money lent by me to the said Charles R Lynch* for which said sum or any part thereof I say that I have not nor hath any person by my order or to my knowledge or belief for my use had or received any manner of satisfaction or security whatsoever ~~save and except the following:—~~

Date.	Drawn.	Acceptor.	Amount.	Date when due.

Sworn at

Tasmania this 6th (61)
day of January 1902
Before me

Savior of
a Justice & the Peace

I appoint

I appoint Samuel Peig Clerk of Court in Tarrant Co
 & Shinto _____ my proxy in the above matter

Witness: David G. W.

Thyneh

In the Supreme Court of Tasmania.

In Bankruptcy.

In the matter of Charles R. Lynch
of Kelly Barn in Tasmannia
Hotelkeeper
a Bankrupt

AFFIDAVIT FOR PROOF OF DEBT.

due

Edward Lynch
L169. 8. 6

Admitted
Mugman
Chairman

Sind

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CB.

Ammonia Crystallina
Mollusca

In the Supreme Court)
of Tasmania.)

In Bankruptcy.

IN THE MATTER of Charles R Lynch
of Kelly Basin in Tasmania
~~Steelkeeper~~
a Bankrupt

I Charles Thompson
of Glenorchy in Tasmania Escheator
make oath and say:—

1. That the said Charles R Lynch was at the date of
the order of adjudication and still is justly and truly indebted to me in the sum of
fifty two pounds ten shillings
for *goods sold and delivered*
for which said sum or any part thereof I say that I have not nor hath any person
by my order or to my knowledge or belief for my use had or received any manner
of satisfaction or security whatsoever ~~save and except the following~~:—

Date.	Drawn.	Acceptor.	Amount.	Date when due.

Sworn at *Glenorchy in* }
Tasmania this thirteenth day }
of January 1902 }
Before me
Thomas Hallam J.P.
a Justice of the Peace

C Thompson

I appoint *Edward Robinson Fisher*
of *Stuart McIntosh*

proxy in the above matter

C Thompson

In the Supreme Court of Tasmania.

In Bankruptcy.

In the matter of Charles R.
Lynch of Kelly Basin
in Tasmania
a Bankrupt

AFFIDAVIT FOR PROOF OF DEBT.

Admitted
Bryce Jackson
Chairman

Sub

15. 1. 1902

g.B.

Simmons Crisp Simmons

In the Supreme Court
of Tasmania
In Bankruptcy

In the Matter of Charles R.
Lynch of Kelly's Basin in Tasmania
Hotelkeeper a Bankrupt

I James Boag of Launceston in Tasmania Esquire
make oath and say as follows:-

The said Charles R. Lynch was at the date of the Order
of adjudication and still is justly and truly indebted to me
in the sum of fifteen pounds for Goods sold and delivered for
which said sum or any part thereof I say that I have not nor
have any person by my order or to my knowledge or belief
for my use had or received any manner of satisfaction or
security whatsoever.

Doorn at ~~Launceston~~ in Tasmania
this 21st day of June One
thousand nine hundred and four
Before me

James Boag

Alfred

A Justice of the Peace.

I appoint Edward Robinson Fisher of Hobart in Tasmania
Solicitor my proxy in the above matter

James Boag

Summers, Bishop & Simmons
Attorneys for the Insurer.

Paid \$115.04
J.H.

27 Apr 1904

Received
Wm. D. Summers
Chairman

Attendant in front
of door

In the matter of Charles J.
Lyner of Kelly Baan in Vancouver
Attorney a Bankrupt

In the Supreme Court
of Vancouver
J. D. Bankruptcy

In the Supreme Court
of Tasmania
In Bankruptcy

In the Matter of Charles R. Lynch
of Kelly Basin in Tasmania Hotel-
Keeper a Bankrupt

I, Louis ~~Arthur~~ Watchorn of Hobart in Tasmania
Merchant formerly carrying on business in copartnership with
William John Watchorn under the style or firm of "Watchorn
Bros" make oath and say as follows:—

The said Charles R. Lynch was at the date of the
Order of adjudication and still is justly and truly indebted
to me as a member of such copartnership in the sum of Twenty-
Four pounds for goods sold and delivered for which said sum
or any part thereof I say that I have ~~not~~ nor hath any person
by my order or to my knowledge or belief ^{for the use of the said copartnership} ~~for my use~~ had or received
any manner of satisfaction or security whatsoever.

Sworn at Hobart in Tasmania
this 24th day of April One
thousand nine hundred and four
Before me

L. A. Watchorn

Attest

Justice of the Peace.

I appoint Herbert Edward Simmonds of Hobart aforesaid
Solicitor my proxy in the above matter

L. A. Watchorn

John Supreme Court
of Tennessee
J. R. Baughman

John Apple of Charlotte
Agent of Kelly Babin & Co.
St. Louis, Mo.

Applicant
in proof of due

Admitted
J. R. Baughman
Chairman

27 April 1904

Filed 11.5.04
J.R.

Shannon, Grant & Shannon
Attorneys for H. Baughman

In the Supreme Court

of Tasmania

In Bankruptcy.

In the matter of proceedings for
Liquidation by arrangement or com-
position with Creditors instituted
by Charles R. Lynch of Pillinger in
Tasmania, Hotelkeeper.

I, Ludwig Heinrich Dehle of Strahan in the colony of Tasmania
Secretary to Frederic Ormiston Henry of the same place Merchant
make oath and say:-

1. That the said Charles R. Lynch was at the date of the
institution of the said proceedings and still is justly and
truly indebted to the said Frederic Ormiston Henry in the sum of
Wine Pounds eight shillings and one penny Sterling for
goods sold and delivered by the said Frederic Ormiston Henry
to the said Charles R. Lynch at his request for which said
sum or any part thereof I say that I have not nor hath the
said Frederic Ormiston Henry nor hath any person by my order
or the order of the said Frederic Ormiston Henry or to my
knowledge or belief for the use of the said Frederic Ormiston
Henry or my use had or received any manner of satisfaction
or security whatsoever.

2. That I am a person in the employ of the said Frederic
Ormiston Henry and that I am duly authorized by him to make
this Affidavit and appoint a proxy on his behalf and that it
is within my own knowledge that the aforesaid debt was incurred
and for the consideration above stated and that such debt
to the best of my knowledge and belief still remains
unpaid and unsatisfied

Sworn at Strahan in the ()
Colony of Tasmania this ()
ninth day of January one ()
thousand nine hundred and ()
two. ()

Before me

Thomas A. Brown
A Justice of the Peace

L. D. Hehle

I, *Frederic Ormiston Henry*, do hereby appoint *Henry Nickolls* of Hobart

Manager *Cascade Brewery Co.* my proxy and the proxy of the said

Frederic Ormiston Henry in the above matter.

Dated this ninth day of January 1902

Witness

Thomas A. Brown
A Justice of the Peace.

L. D. Hehle

In the Supreme Court

of Tasmania

In Bankruptcy.

In the matter of proceedings etc.,

by Charles R. Lynch.

A F F I D A A V I T

IN PROOF OF DEBT

Admitted
W. H. L. Lynch
Chairman
27 April 1904

Filed 11.5.04
W. H. L.

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

In the Supreme Court
of Tasmania
In Bankruptcy.



In the matter of Charles R. Lynch of Kelly
Basin in Tasmania Bookkeeper a bankrupt

Minutes of resolutions come to and produced at the adjourned general meeting of creditors held at the office of Messieurs Simmons Cresp and Simmons Franklin Chambers Macquarie Street Hobart on Saturday the thirtieth day of April 1904.

Chairman James Boag of Launceston Brewer was elected chairman.

We the undersigned creditors being a majority in number and three fourths in value of the creditors present personally or by proxy at this meeting and voting on this resolution do hereby resolve as follows:

1. That the Trustee accept the offer of the bankrupt to pay a composition of five shillings in the pound in full satisfaction of the amount of the debts due by the bankrupt.
2. That the costs of the bankruptcy be paid by the bankrupt.
3. That such composition and costs be paid to the Trustee by equal half yearly payments of twenty five pounds each on the first day of November and the first day of May in each year the first of such payments to be made on the first day of November next.
4. That the payment of such composition and costs be secured by a Bill of Sale from the bankrupt to the Trustee over the furniture stock licence and goodwill of the hotel at Mt. Farrell in Tasmania known as the Hotel and that such Bill of Sale be subject to a prior Bill of Sale for ~~One~~ hundred pounds.
5. That upon the registration of the said Bill of Sale and payment of the Trustee's costs incidental to this resolution the order of adjudication be



Annulled.

James B. Ray
Chairman.

creditor's signatures

Amount of Debt.

<i>J. B. Ray</i>	15	0	0
C. W. Thompson & his proxy E. R. Shier	52	10	.
L. A. Watson & his proxy Arthur Edmund	24	.	.

In the Supreme Court }
of Tasmania }
In Bankruptcy

In the matter of Charles R.
Synch of Kelly Basin in
Tasmania Hotelkeeper a Bankrupt

Resolutions

Filed 11.5.04
HR

Simmons Guspi Simmons
Attorneys for the Trustee.