	01 01 42259 NAME Mr. H. J. Cleary, NAME Mr. H. J. Cleary, NAME Mr. H. J. Cleary, ON Stock-in-trade of a General Store,
hereby transfer and assign all right, title, and interest in this Policy toas and all advantages to be derived therefrom.	hereby trans/er and assign all right, title, and interest in this Policy toas and all advantages to be derived therefrom.
Witnesshand thisday of192	Witness hand this day of 192
Witness	Witness
Approved and entered in the books of the Company	Approved and entered in the books of the Company
this day of 192	this day of 192
Endt. No.	Endt. No.

NT. / L.T

CONDITIONS AND STIPULATIONS REFERRED TO IN THIS POLICY

of the property hereby insured, or ef any building or place in which excess beyond the amount which would have been payable under the such property is contained, or any misrepresentation as to any fact Marine Policy or Policies had this Insurance not been effected. material to be known for estimating the Risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation, or omission.

2. Rent .- Throughout these Conditions the stipulations, provisions, and requirements applicable to loss on property, shall also be deemed to apply in the case of any Insurance on Rent.

3. Receipts .- No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

4. Insurance with Other Companies .- The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such Insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, the Insured shall not be entitled to any benefit under this Policy. The payment of any Premium or the issue of any Policy Receipt or Cover Note shall be deemed conclusive evidence of the existence of other Insurance whether liability under such other Insurance be disputed or not.

5. Fall or Displacement of Buildings .- If the whole or any part of any Building hereby insured, or containing property hereby insured, or the whole or any part of any Building of which it is part, shall fall or become displaced, all Insurance by this Policy on it or its contents shall cease unless the Insured shall prove that the fall or displacement was caused by fire.

- 6. Risks Not Covered .- The Insurance does not cover
- (a) Loss by theft during or after the occurrence of a fire.
- Loss or damage to property oceasioned by its own fermentation or natural heating (except as may be provided in accordance with Condition 7f), or by its undergoing any heating or drying process.
- (c) Loss or damage occasioned by or happening through the burn ing of property by order of any public authority.
- (d) Loss or damage directly or indirectly, proximately or remotely, occasioned or contributed to by or through or arising out of or in connection with subterranean fire, typhoon, hurricane, volcanic eruption, earthquake, or other convulsion of nature or any direct or indirect consequence of any of the said occurrences, whether arising during or within a reasonable time after any of the said occurrences, unless it be proved by the Insured to the satisfaction of the Company that such less or damage arose independently of, and was not in any way occasioned by or through or in consequence of, any of the said occurrences, and in default of such proof the Company shall not be liable for such loss or damage or any part thereof.
- Loss or damage occasioned by invasion, the act of foreign (e) enemy, hostilities, warlike operations (whether before or after declaration of war), riot, civil commotion, rebellion, the exercise of military or usurped power, the administration of any place or area under martial law or in a state of siege. any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, or any direct or indirect consequence of any of the said occurrences; and in the event of any claim for loss or damage being made under this Policy the Insured shall prove to the satisfaction of the Company that the loss or damage arose independently of, and was not in any way occasioned by or through or in consequence of, any of the said occurrences, and in default of such proof the Company shall not be liable for such loss or damage, or any part thereof.

7. Risks Not Covered Unless Expressly Included .-- Unless otherwise expressly stated in the Policy the Insurance does not cover

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- Any curiosity or work of art for an amount exceeding £20. (c)
- (d) Manuscripts, plans, drawings, or designs, patterns, models, or moulds.
- (e) Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books.
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
- (g) Explosives.
- (h) Loss or damage occasioned by explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a Building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.

8. Marine Clause .- The Insurance does not cover any loss or damage to property, which, at the time of the happening of such loss shall the Company be bound to expend more in reinstatement than it

1. Misdescription .- If there be any material misdescription of any be insured by any Marine Policy or Policies except in respect of any the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

> 9. Alterations and Removals .- Under any of the following circumstances the Insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the Building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property become unoccupied and so remain for a period of more than thirty consecutive days.
- (c) If property insured be removed to any Building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the property insured pass from the Insured otherwise than by Will or operation of law.

10. Cancelment of the Insurance.-The Insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the The Insurance may also at any time be ter-Policy has been in force. minated at the option of the Company, on notice to that effect being given to the Insured, in which case the Company shall be liable to or after his indemnification by the Company. repay on demand a ratable proportion of the Premium for the unexpired term from the date of the cancelment.

the Insured must forthwith give notice in writing thereof to the Company, and must, within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company a claim in writing for the loss and damage containing as particular an account as is reasonably practicable of all the articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively and of any other Insurances, and must at all times at his own expense produce and give to the Company all such books, vouchers, and other evidence as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith, and if the Insurance is subject to average the Insured must within the aforesaid 15 days or such further time as the Company may in writing allow in that behalf. deliver to the Company an account of all the property insured with the estimated value thereof at the breaking out of the fire.

No amount shall be payable under this Policy unless the terms of this Condition have been complied with.

12. Salvage .- On the happening of any loss or damage the Company may so long as the claim is not adjusted, without thereby incurring any liability.

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) Examine, sort, arrange, or remove all or any of such property.
- (d) Sell or dispose of, for account of whom it may concern, any salvage or other property taken possession of or removed.

In no case shall the Company be obliged to undertake the sale or disposal of damaged goods, nor shall the Insured under any circumstances have the right to abandon to the Company any property, damaged or undamaged, whether taken possession of by the Company or not. Entry upon, or taking possession of, premises by the Company shall not be taken as recognition of abandonment by the Insured.

18. Forfeiture .- If the claim be in any respect fraudulent, or it any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the Insured or anyone acting on his behalf shall hinder or obstruct the Company in doing any of the acts referred to in Condition 12; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an Arbitration taking place in pursuance of the 18th Condition of this Policy), within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

14. Reinstatement .- The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case damage to property, which, at the time of the existence of this Policy, would have cost to reinstate such property as it was at the time of pany required by these Conditions must be written or printed,

If the Company require, and whether the Company shall have determined to reinstate or not, the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace. No amount shall be payable under this Policy unless the terms of this condition have been complied with.

If in any case the Company shall be unable to reinstate or repair the property hereby insured because of any Municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

15. Subrogation of Rights .- The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before

16. Loss Contribution Clause .- If at the time of any loss or damage happening to any property hereby insured, there be any other sub-11. Occurrence of a Fire.—On the happening of any loss or damage sisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, the Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage. The payment of any premium or the issue of any Policy Receipt or Cover Note shall be deemed conclusive evidence of the , existence of other Insurance whether liability under such other Insurance be disputed or not.

17. Conditions of Average and Their Application .-- In all cases where an Insurance is declared to be subject to average the following Clause shall apply :---

If the property hereby insured shall at the breaking out of any fire be of greater value than the sum insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to average.

In all cases where any other subsisting Insurance or Insurances, effected by the Insured or by any other person or persons covering any of the property hereby insured, either exclusively or together, with any other property in and subject to the same risk only, shall be subject to average, the Insurance on such property under this Policy shall be subject to average in like manner.

18. Arbitration .- If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire, who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators, or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. Each party shall pay his, her, or their own costs of the reference, and a moiety of the costs of the award (including the Arbitrators' and Umpire's fees). And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators, or Umpire of the amount of the loss or damage if disputed shall be first obtained.

19. Waiver .- No provision or requirement of this Policy requiring any matter or thing to be done, or to be written, or endorsed hereon, shall be deemed waived, by reason of any alleged notice, or waiver. which has not been expressly written or endorsed hereon; nor shall the Company be deemed to have waived any provision or condition of this Policy, or any forfeiture thereunder, by any requirement, act, or proceeding on its part relating to the appraisement of any alleged loss, unless such provision, condition, or forfeiture be expressly stated in writing to be waived by the Company.

20. Notices .- Every notice and other communication to the Com-

• MARINE • ACCIDENT

Policy No. 61 42259 SUM INSURED & 1,000:0:0 PREMIUM & 12:10: 0 Stamp Duty



· PIRE

paid to The South British Insurance Company Limited (hereinafter called the Company) the (hereinafter called the Insured) has sum above named by way of Premium for such insurance as hereinafter mentioned of the property hereinafter described in the sum or several sums following, viz. :--

N(GE

ON STOCK-IN-TRADE OF A GENERAL STORE? whilst contained

in building having walls of weatherboard, roof of iron, occupied by the Insured

as a General Store, detached over 30ft from any other building, and situate

Main Road, Dover.

£ 1.000: 0: 0

Not exceeding in all the sum of ONE THOUSAND POUNDS STG.

Subject to Inflammable Spirit Warranty No.1

WARPANTY NO.1. - Warranted that no Inflammable Spirit, by whatever name known (such as Petrol, Japtha, Benzine, Gasoline or the like) kept of used in the building or buildings to which this insurance be extends.

Warranted further that no Inflammable Spirit shall be stored or kept in any other portion of the premises, whether in a building or in the Open Air, or otherwise, unless the place for storage be separated by a wall of brick, stone or conrete, without opening and having parapet above the roof or by an open space of at least loft, from any brick or BOft. from any wood or iron building in the occupation or control of the Insured.

Notwithstanding the foregoing warranty, it shall be permissable to leep up to 8 gallons of Indlammable Spirits in sealed bottles for sale purposes only.

One thousand nine hundred

day of September Now be it known that from the ninth One thousand nine hundred and twenty six day of September and twenty five until the ninth at Four o'clock in the afternoon of that day and for so long afterwards as the said Insured, his, her, or their Heirs, Executors, or Administrators shall from time to time pay, or cause to be paid, the Sums required for the renewal of this Policy, and the Directors of the Company shall agree thereto by accepting the same, the Funds and Property of the Company shall be subject and liable to pay, reinstate, or make good to the said Insured, his, her, or their Heirs, Executors, or Administrators, such Loss or Damage as shall be occasioned by Fire or Lightning to the Property above mentioned and hereby Insured, but not exceeding in each case respectively the Sum or Sums hereinbefore severally specified and stated against each Property.

Provided always that this Insurance shall at all times and under all circumstances be subject to the particulars in the Proposal for this Insurance (which shall in all cases be deemed to be inserted or furnished by the Insured), and to the Conditions and Stipulations printed on the back hereof, which Proposal, Conditions, and Stipulations constitute the basis of this Insurance, and are to be considered as relevant to and incorporated in, and forming part of, this Policy.

In Witness Whereof the undersigned, being duly authorised by the Directors of the Company, and on behalf of the Company, has hereunto set his hand at Hobart the fourteenth day of September 192 5

ANNAN Examined

Munosle.

Manager

MARINE ACCIDENT .

Policy No. 61 | 42259 SUM INSURED \$ 1,000:0:0 PREMIUM \$ 12:10: 0

HIPTPAR HEDLEY JOHN CLEARY as Owner

FIRE ~

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(hereinafter called the Insured) has paid to The South British Insurance Company Limited (hereinafter called the Company) the sum above named by way of Premium for such insurance as hereinafter mentioned of the property hereinafter described in the sum or several sums following, viz.:--

TRANGE

Stamp Duty

ON STOCK-IN-TRADE OF A GENERAL STORE? whilst contained

in building having walls of weatherboard, roof of iron, occupied by the Insured

as a General Store, detached over 30ft from any other building, and situate

Main Road, Dover.

£ 1.000: 0: 0

Not exceeding in all the sum of ONE THOUSAND POUNDS STG.

Subject to Inflammable Spirit Warranty No.1 attached hereto.

HAZARDOUS GOODS (exclusive of petrol and other similar mineraly spirits & volatile oils) usual to the trade and or business are allowed to be stored in quantities and manner as permitted by law.

Warranted not insured with, or declined by, any other Company.

Cancelling Policy 61/39834 and 61/40120.

Alow be it known that from the ninth day of September One thousand nine hundred and twenty five until the ninth day of September One thousand nine hundred and twenty six at Four o'clock in the afternoon of that day and for so long afterwards as the said Insured, his, her, or their Heirs, Executors, or Administrators shall from time to time pay, or cause to be paid, the Sums required for the renewal of this Policy, and the Directors of the Company shall agree thereto by accepting the same, the Funds and Property of the Company shall be subject and liable to pay, reinstate, or make good to the said Insured, his, her, or their Heirs, Executors, or Administrators, such Loss or Damage as shall be occasioned by Fire or Lightning to the Property above mentioned and hereby Insured, but not exceeding in each case respectively the Sum or Sums hereinbefore severally specified and stated against each Property.

Uropided always that this Insurance shall at all times and under all circumstances be subject to the particulars in the Proposal for this Insurance (which shall in all cases be deemed to be inserted or furnished by the Insured), and to the Conditions and Stipulations printed on the back hereof, which Proposal, Conditions, and Stipulations constitute the basis of this Insurance, and are to be considered as relevant to and incorporated in, and forming part of, this Policy.

In Witness Whereof the undersigned, being duly authorised by the Directors of the Company, and on behalf of the Company, has hereunto set his hand at **Hobart** the fourteenth day of September 192 5

Examined

Munosle.

Manager

IN THE SUPREME COURT OF TASMANIA IN BANKRUPTCY

IN THE MATTER of a special Resolution for liquidation by arrangement of the affairs of <u>HEDLEY JOHN CLEARY</u> of --Dover in Tasmania, storekeeper.

Copy AFFIDAVIT

TINNING, PROPSTING & MASTERS Halsbury Chambers, Collins Street, Hobart

SOLICITORS.

IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY

IN THE MATTER of a special resolution for liquidation by arrangement of the affairs of <u>HEDLEY JOHN CLEARY</u> of ----Dover in Tasmania, storekeeper. -----

I, ROY RAYMOND LAWRENCE RYAN of Dover aforesaid police constable make oath and say: -

- 1. That as the local bailiff of the Supreme Court of Tasmania in its Local Courts Act Jurisdiction I made a levy on the eleventh day of February last on the stock in trade of the above-named Hedley ----John Cleary situate and being in the shop occupied by him -----at Dover aforesaid under a warrant of execution issued at the ---instance of the British Imperial Oil Company Limited of Hobart in Tasmania under a Judgment obtained by such Company against the --said Hedley John Cleary in the said Court.
- 2. That at the time of such levy and by writing under my hand I ----appointed the said Hedley John Cleary as assistant bailiff in ---respect of such levy.
- 3. That the amount for which such levy was made was £37-9-3.
- 4. That early in the morning of the twelfth day of February last the said shop and its contents were totally destroyed by fire.

SWORN at Dover in Tasmania -----) this 13th. day of May One thousand nine hundred and twenty seven.

Before me, John M. Bell J.P.

A Justice of the Peace

IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY.

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IN THE MATTER of a Special Resolution for liquidation by arrangement of the affairs of <u>HEDLEY JOHN CLEARY</u> of Dover In Tasmania Storekeeper.

APPLICATION

Filed 16 May 19 All Ale

for Directions by Trustee.

MURDOCH GUTHBERT & CLARKE 135 Macquarie Street, Hobart. Trustee's Solicitors.

IN THE SUPREME COURT

SIL PENCE

OF TASMANIA

IN BANKRUPTCY.

<u>IN THE MATTER</u> of a Special Resolution for liquidation by arrangement of the affairs of <u>HEDLEY JOHN CLEARY</u> of Dover in Tasmania Storekeeper.

I desire to make application to the Court for its directions as to whether The British Imperial Oil Company Limited which is a to the extent of ereditor of the above-named Debtor/Thirty three pounds twelve shillings and three pence is entitled to be paid the amount of its claim in priority to the other ordinary creditors of the Debtor in view of the fact that the said British Imperial Oil Company Limited allege that it obtained judgment against the Debtor for the amount of its claim and levied execution against certain goods of the Debtor prior to the filling of the Petition by the Debtor of inability to pay which goods were included in the stock in trade of the Debtor which stock in trade was subsequently and prior to the filling of the said Petition destroyed by fire the said stock in trade at the time of such fire being insured against loss byfire by the Debtor and the amount of the said insurance having been paid by the Insurance Company to me as Trustee of the property of the Debtor.

Quent

Trustee.

Let this application be heard on the *liventieth* day of *May 1927* at 10.30 o'clock in the fore-moon and let the Trustee give notice to Messieurs Tinning Propating and Masters, of Halsbury Chambers, Collins Street, Hobart as Solicitors for the said.judgment creditor.

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IN THE SUPREME COURT OF TASMANIA

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IN BANKRUP TCY

IN THE MATTER of a Special Resolution for liquidation by arrangement of the affairs of HEDLEY JOHN CLEARY. 1

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on application of Trustee for directions.

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IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY.

IN THE MATTER of a Special Resolution for liquidation by arrangement of the affairs of HEDLEY JOHN GLEARY of Dover in Tasmania Storekeeper.

WHEREAS at a Court held this day the Trustee of the property of the above named Debtor applied to this Court for its directions as to whether the British Imperial Oil Company Limited a Creditor of the said Debtor is entitled to be paid the amount of its claim in priority of the other ordinary Creditors of the Debtor.

<u>NOW UPON HEARING</u> Mr. Charles D'Arcy Cuthbert of Counsel for the Trustee and Mr. William Edward Masters of Counsel for the Greditor respondent on the matter <u>IT IS ORDERED</u> that the said Creditor be entitled to be paid by the Trustee to the extent of one hald of its claim in priority to the other ordinary Greditors of the Debtor and that the Trustee do pay out of the property of the Debtor the sum of Ten pounds twelve shillings and six pence to defray the costs of the Trustee of and incidental tothis Order and the sum of Eight pounds eight shillings to the British Imperial Oil Company Limited for its costs.

<u>DATED</u> this Twenty sixth day of May One thousand nine hundred and twenty seven

By the Court. Tammar

Registrar.

IN THE BANKRUPTCY COURT.

H. J. Marin, Indresee

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IN THE MATTERA of proceddings for liquidation by arrangement or composition with creditors instituted by H. J. CLEARY of DOVER.

J.COL.U

AFFIDAVIT

A TOLOWAYA

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IN DROOF OF DEBTS

By The Texas Company (A/sia) Limited. for:- 2 9 4 :8

1 1000- AS

the states

F. Shinge Chairman 6hairman 17. 3. 27

IN THE BANKRUPTCY COURT.

IN THE MATTER of proceedings for liquidation by arrangement or composition with creditors instituted by H. J. CLEARY, Storekeeper, Dover, Tasmania.

I. OSWALD SINNOTT. Manager of The Texas Company (Australasia) Limited of Launceston in Tasmania make oath and say as follows:-

at Launceston in Tasmania) SWORN this Sifteenthay hear

One thousand nine hundred and twenty-)

Before me.

A Justice of the Peace.

Gwoed Sunow

The Texas Company (Australasia) Limited doth hereby appoint of Launceston in Tasmania as its proxy in this matter. IN WITNESS WHEREOF the Common Seal of the said Company is hereunto affixed this......day of......One thousand nine hundred and twenty-

THE COMMON SEAL of The Texas Company (A/sia) Limited was hereunto affixed in the presence of

OF TASMANIA

IN BANKRUPTCY

1.12

and we be a start the set of the set of the instance

IN THE MATTER OF PROCEEDINGS for Liquidation by Arrangement or -Composition with Creditors instituted by Hedley John Cleary of Dover in Tasmania Storekeeper.

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PROOF OF DEBT

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admitted Oblitzge Chairman

PAVEY WILSON & COHEN, 360 Collins Street, Melbourne.

(Art

IN THE SUPREME COURT

OF TASMANIA

In Bankruptcy

IN THE MATTER OF PROCEEDINGS for Liquidation by Arrangement or Composition with Creditors instituted by Hedley John Cleary of Dover in Tasmania Storekeeper.

I, <u>ERNEST HUTCHINSON ROUGHTON</u> of 114 Flinders Street Melbourne in the State of Victoria trading as The Solo Shoe Company make oath and say as follows -

the said Hedley John Cleary was at the date of the institution of the same proceedings and still is justly and truly indebted to me in the sum of Twenty five pounds seven shillings and four pence for the or amount of a Bankers cheque/Bill of Exchange drawn by the said Hedley Joseph Cleary and of which I am the holder for value, 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 .	PAYEE		AMOUN	T	DUE DATE.
20th Novr. 1926	H. J. Cleary	The Solo Shoe Company	£. 25	s. 7	d. 4	

Sworn at Melbourne in the State of Victoria this Thurd day of March 1927 - Before me

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Albryler

A Commissioner of the Supreme Court of Tasmania for taking affidavits in Victoria.

AIRAMEAT NO. TRUGS, SMEATIG ERT T

In Sentruptoy

in the matter of proceeding, for lighting as arrangement. or composition with Drealthre in stillted by

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 Of INSTRUCT INFTUAL OIL CO.
 Is
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 Of THE BRITISH INFTUAL OIL CO.
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Was, at the date of the trittention of the said proceedings, and still is furthy and endly indected to the said <u>THE WRITHE INTERFERENCE</u> in the sum of <u>I HAVINGE POURDS TRIVE SHILLINGS AND FROMENCE</u>. For <u>scoold and delayered</u> for which said sug, or any ones thereof, I say that I have not, not back any period by us order on to my knowlodge or delive for the see, the seid <u>THE BRITHE LAFE and of 00</u>. And of received are manner of subjection or security whatserver, save and encept the rollowing ::-

Cate Payer Acceptor andart Doc Date

Rado 1 am the Subheries under als scal of THE BUILDY INFERT. OIL COMPANY to make Wis Floof of Colt on Right bairdf of the to constant a proxy in Advanction of Scaprupicy, and it is within as genknowledge that the above debt wis inpuried, and for the consideration

Admitted borsda J. W. Mainan Mainan Mainan 17. 3. 27

Madaa'

Lappoint <u>V. 4. HIBENACH</u> ey work in the eldye istact. IN THE SUPREME COURT OF TASMANIA

In Bankruptcy

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

	HEDLEY JOHN CLEARY
	DOVER
	TASMANIA
	BRAMWELL EWART SAUNDERS
o <u>f THE</u>	BRITISH IMPERIAL OIL CO. in HOBART
of	TASMANIA make oath and say as follows :-
	That the said
Was,	at the date of the institution of the said proceedings, and stil

17 is justly and truly indebted to the said _THE BRITISH IMPERIAL OIL CO. 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 THE BRITISH IMPERIAL OIL CO. had or received any manner of satisfaction or security whatsoever, save and except the following :-

> Amount Date Drawer Acceptor Due Date

That I am duly authorised under the seal of THE BRITISH IMPERIAL OIL COMPANY to make this Proof of Debt on their behalf and also to appoint a pooxy in Liquidation or Bankruptcy, and it is within my own knowledge that the above debt was incurred, and for the consideration stated. Wand A. Th

SWORN at HOBART .

in TASMANIA this TWENTYTHIRD date of _______ 1927 Before me <u>RR</u> Markin A Justice of the Peace

I appoint V. A. RUBENACH my proxy in the above matter.

In the

Supreme Court of Casmania In Bankruptcy

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

Affidavit in Proof of Debt

By $\mathbf{For} \ \mathbf{\pounds} \ \mathbf{\dot{\xi}}$

S. a Acital Chairman Chairman Chairman

In the Supreme Court of Casmania

In Bankruptcy

In the Matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

HEDLEY JOHN CLEARY.

STOREKEEPER. DOVER. IN

TASMANIA.

achea dento of in Tasmania.

make oath and say as follows:----

That the said HEDLEY JOHN CLEARY

 was, at the date of the institution of the said proceedings, and still is, justly and truly indebted to

 DAVIES BROS. LTD.

 in the sum of
 THREE POUNDS TWELVE SHILLINGS AND NINEPENCE.

 for
 GOODS SOLD AND DELIVERED AND LEGAL COSTS

for which said sum, or any part thereof, I say that the said <u>DAVIES BROS.LTD</u> has not nor has any person byTHIER order or to my knowledge or belief for THEIR had or received any manner of satisfaction or security

whatsoever,

DATE	DRAWN.	ACCEPTOR.	AMOUNT.	DATE WHEN DUE
			£ s. d.	

That I am a person in the employ of <u>DAVIES BROS. LTD</u> and am duly authorised by <u>DAVIESBROS. LTD</u>.

to make this Affidavit; and that it is within my own knowledge that the above 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.

HOBART Sworn at..... olentos in TASMANIA this Jebruary ...10 27 Before me, election Porvel I appoint.... of herton my proxy in the above matter.

1+ 435 - +. . 9220 -. . 1 1 marine the second f.askininen Chairmen 17. 3. 27

In the Supreme Court

In Bankruptcy.

IN THE MATTER OF PROCEEDINGS for Liquidation by Arrangement or Composition with Creditors by Hedley John Cleary of Dover in Tasmania Storekeeper.

a in

I, Walter E. C. Wise Public Officer of L. Fairthorne & Son Pty. Ltd. of Launceston

make oath and say as follows -

The said Hedley John Cleary was at the date of the institution of the same proceedings and still is justly and truly indebted to L. Fairthorne & Son Pty. Ltd. in the sum of Thirty Pounds six shillings and nine pence for goods sold.,

for which 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 L. Fairthorne & Son Pty. Ltd. had or received any manner of satisfaction or security whatsoever.

Sworn at Launceston, this twenty third day of February one thousand nine hundred and twenty seven.

Before me :

Httpaut Aronne

() Admitted Alinian Chairman 7. 3. 27

IN THE SUPREME COURT) OF TASMANIA IN BANKRUPTCY)

> IN THE MATTER OF PROCEEDINGS for Liquidation by Arrangement of Composition with Creditors instituted by HEDLEY JOHN CLEARY

> > of DOVER

hoketto of Kobash Manufacturers Agent I, Col

make cath, and say as follows :-

The said, HEDLEY JOHN CLEARY was at the date of the institution of the same proceedings and still gustly and truly indebted to LAMSON PARAGON LTD. in the sum of NINE POUNDS, TWELVE SHILLINGS AND SIXPENCE 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 theirnuse had or received any manner of satisfaction or security whatsoever.

Sworn at Hobart, this 4 day of March, 1927

before his flittle stamilton a hustice of the Peace

In the Supreme Court of Tasmania In Bankruptcy

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

Affidavit in Proof of Debt

By

For £ : •

f. as Acielage Chairman 17. 3. 27

22/7027 Mercury

In the Supreme Court of Tasmania In Bankruptcy

In the Matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

Mr.H.J.Cleary

DOVER .

(a) Name of Declarant in full	I, Fred	erick ^W illiam He	eritage			
(b) His address(c) His occupa-	of (b) Col	ling Street. HO	BART in	Tasmania, 🙁	Merchant	
tion	make oath a	and say as follows :—				
(d) Debtor's name in full	That	the said (d) H.J.	Cleary			
	was at the	date of the institution	on of the sai	d proceeding	gs and still is	justly and truly
(e) Creditor's name in full	indebted to	(e) F.W. Heritage	& Co Pty	Ltd. Co	llins St.HON	BART
(i) Amount in words	in the sum	of ^(f) Sixteen Hund:	red and el	even poun	ds five shi	llings and lld
(g) State con- sideration	for (g) Goo					
thus : For work done, or goods sold and		id sum, or any part	thereof, I say	that the sai	d ^(h) Firm	
delivered, or money lent, etc. (h) Creditor's			has no	t nor has any	y person by my	_order or to my
Name	knowledge	or belief for our	use had or re	ceived any n	nanner of satisfa	ction or security
(i) If you hold		⁽ⁱ⁾ save and except t				
or promis- sory note, insert parti- culars here		DRAWN.			AMOUNT.	DATE WHEN DUE.
otherwise strike out the words	; DATE,	DRAWN.		EPTOR.	£ s. d.	DATE WHEN DUE.
"save and except the following"						
		MANAGING	DIRECMOR	OF MESSES	E.W. HERIT	AGE & CO PTY ATA
(k) Creditor's name	That	I am axxxxxxxxxx				
	and am dul	y authorised by the	em			
			to make	e this Affida	vit; and that it i	s within my own
	knowledge	that the above debt	was incurred,	and for the	consideration a	bove stated, and
	that such d	ebt to the best of my	knowledge a	nd belief stil	l remains unpaid	l and unsatisfied.
(l) Town	Crucom	at (1) HOBART			5	1
			is 10th	(n)	Fash	Lenilag
(m) State (n) Declarant signs		of March	192 7.		nno	V
(o) Magistrate	uuy	// March	Befor	e me, (o)	HHun	**
(o) Magistrate signs					A Justice	of the Peace.
(p) Name of proxy	I ap	point ^(p)				
(q) His occupa tion (r) His address		11 (* 14 a) (* 14 a)		of ^(r)		

(*) Creditor my proxy in the above matter.

(s)

In the Supreme Court of Tasmania, In BANKRUPTCY

In the Matter of Proceedings for Liquidation by Arrangement or Composition with Creditors instituted by

Affidavit in Proof of Debt.

By

For £ ÷ 1

Admitted rus. A with of Cash airman 6hairman 17. 3. 27

Examiner Print, Launceston.

In the Supreme Court of Tasmania,

IN BANKRUPTCY.

In the Matter of Proceedings for Liquidation by arrangement or Composition with Creditors instituted by HEDLEY JOHN CLEARY of DOVER in Tasmania, Storekeeper

I, MONTAGUE COX SYMMONS, Manager of D. & W. MURRAY LTD. in LAUNCESTON of TASMANIA make oath and say as follows:

That the said HEDLEY JOHN CLEARY

Was, at the date of the order of adjudication, and still is, justly and truly indebted to the said D. & W. MURRAY LTD.

in the sum of <u>SEVENHUNDRED</u> AND <u>SEVENTYTHREE</u> POUNDS, <u>SEVENTEENSHILLINGS</u> & 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 D. & W. Murray Ltd.. had or received any manner of

satisfaction or security whatsoever, save and except the following :

DATE	DRAWER	ACCEPTOR	AN	MOUNT	DUE DATE
			£	s. d.	
Nil					
	and a strength of the strength				

That I am duly authorised under the seal of D. & W. Murray Ltd.

Launceston to make this proof of Debt on their behalf, and also to appoint a proxy in Liquidation or Bankruptcy; and that it is within my own knowledge that the above debt was incurred, and for the consideration stated.

Launceston Sworn at 57. Before me. ustice of the Peace. I appoint. of my proxy in the above matter.

In the Supreme Court of Tasmania

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

Affidavit in Proof of Debt

By

For £ : :

F. S. Reviel-le Chairman 17. 3. 27

In the Supreme Court of Tasmania IN BANKRUPTCY.

IN THE MATTER OF proceedings for liquidation by arrangement or composition with creditors instituted by Hidley John Cleary of bover in Tasmin storekeeper Horekeeper 1. Frank Byron Care of Hobart in Jamania make oath and say as follows :--That I am duly authorised under the seal of Blundstone Kty Itd

to make the proof of debt on its behalf that the said Hedley John Cleary was at the date of the Order of Adjudication and still is justly and truly indebted to b/7 the said Company in the sum of one hundred & eighty nine pounds Dischen shillings theoreme for foods sold & delivered

by the said Company, for which said sum, or any part thereof, I say that the said Company hath not, nor hath any person by my order or my knowledge or belief, for the use of the said Company, had or received any manner of satisfaction or security whatsoever.

SWORN at Hobbart in Tasmania this Eighth day of Myronbane One thousand nine hundred and lisenty car

Before me,

VIIV ustice of the Peace.

doth hereby appoint

eight day of March One thousand nine

of Hobart, in Tasmania, as its proxy in this matter.

IN WITNESS WHEREOF the Common Seal of the said Company is hereunto affixed

this

hundred and Awenty seven

THE COMMON SEAL of

Blundstone was hereunto

affixed in the presence of *

Myronlang

26/924

P. o. Mairman Chairman 17. 3. 27

IN THE SUPREME COURT OF TASMANIA,

IN BANKRUPTCY

IN THE MATTER OF PROCEEDINGS for Liquidation by Arrangement or Composition with Creditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania, Storekeeper.

I, FREDERICK EDWARD COTTON of Hobart in Tasmania Make oath and say as follows-

I am the duly appointed Local Manager of P.O.FYSH

& Co. (1920) Ltd., and

that the said HEDLEY JOHN CLEARY was at the date of the institution of the same proceedings and still is justly and truly indebted to my firm in the sum of ONE HUNDRED AND THIRTY SEVEN POUNDS ONE SHILLING AND THREEPENCE (£137 - 1 - 3) for GOODS SUPPLIED.

for which said sum or any part thereof I say that I nor my firm have not, nor hath any person by my order or to my knowledge or belief for my firm's use had or received any manner of satisfaction or security whatsoever save and except the following:-

Date	Drawn		Acceptor	Amount	Due date.
				··••	
Sworn	at Hobart a day g mar ue Z	Dasman ch 1927	na before D. Fregear,	20	
	oint oxy in the abov		J.P.	6 Coc	ton

in partnership name)

In the

Supreme Court of Casmania In Bankruptcy

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

Affidavit in Proof of Debt

By

For £ : :

Fasterited Chairman Chairman 17. 3, 27

In the Supreme Court) of Casmania

In Bankruptcy

In the Matter of proceedings for liquidation by arrangement or composition with Creditors instituted by H. J. Cleary. Store Keefer Nover I. Charles John Wilmot VACUUM OIL CO. PROPY. LTD. in Tasmania, Company manager of make oath and say as follows:-That the said <u>*H*</u>. J. <u>b</u> <u>leary</u>. was, at the date of the institution of the said proceedings, and still is, justly and truly indebted to VACUUM OIL CO. PROPY. LTD, in the sum of Forty hime Pounds Eighteen Shielings & 3 [[49-18-3] for Goods Supplied for which said sum, or any part thereof, I say that the said CUUM OIL CO. PROPY. LTD. has not nor has any person by my order or to my knowledge or belief for our use had or received any manner of satisfaction or security whatsoever,

DATE	DRAWN.	ACCEPTOR.	AMOUNT.	DATE WHEN DUE.
			£ s. d.	

That I am a person in the employ of <u>VACUUM OIL CO. PROPY. LTD</u> and am duly authorised by <u>VACUUM OIL CO. PROPY. LTD</u>.

to make this Affidavit; and that it is within my own knowledge that the above 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 al Hobart in Jasmana this Seventeenth Inv of March 1927. Before me, T.Brewster I appoint..... Vacuum De of my proxy in the above matter.

Admitted Aleil-pu chairman 17 3. 27

In the Supreme Court of Tasmania

IN BANKRUPTCY

In the Matter of Proceedings for Liquidation by Arrangement or Composition with Creditors Instituted by Hedley John Cleany of Doven in Jasmania Storekeeper.

of

I, William Joseph Mangan

Hobart, in Tasmania, make oath and say as follows :---

That I am Adding Tecretary — of J. Walch & Sons Limited That the said Hedley John Cleary — was at the date of the institution of the said proceedings and still is justly and truly indebted to J. Walch & Sons Limited in the sum of Twenty pounds twelve shillings J. S for good sold and delivered and legal costs — 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 said Company's use, had or received any manner of satisfaction or security whatsoever save and except the following :—

Date	Drawn	Acceptor	Amount	Due Date
Cheque	dated 14 Jan	uary 1927 for £	18.7.0 d	ishonored

Sworn at Hobart, in Tasmania, this bighth day of March One thousand nine hundred and twenty Neven Before me, Mallan, Justice of the Peace

I appoint

of

my Proxy in the above matter,

NOTE.—This Affidavit may be sworn before a Justice of the Peace, who must initial every alteration, but any alteration in the date of swearing declaration will render the document useless

No. 100

In the Supreme Court of Casmania

In Bankruptcy

In the Matter of

AFFIDAVIT IN PROOF OF DEBT

Admitted A. W. de i lag Chairman 17. 3. 7

In the Supreme Court) of Casmania

make oath and say as follows :

In Bankruptcy

In THE MATTER of Proceedings for Liquidation by

arrangement or composition with Creditors instituted

I, by Healey John cleans. I, by Healey John cleans. i Goodnick. of Dover in Farmania of Stobart. in Farmania

The said Healey John Cleary was at the date of the institution of the said proceedings and still is justly and truly indebted to me in the sum of Sex hours & Eleven shelling? for Goods supplied to him

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	Due Date
		1		
	mi	l		
Sworn	at Itobas	A. (· Goo	and
D)	This nine	h day of h	narch	1927.
		not	Man	e. y. po
			- (7

I appoint

of

my proxy in the above matter

ANDLEY JOHN GLANNY . Dover in Tasmania.

MARLY STUD VALUER

ONE BUILDING AND TUTHT TIVE FOULES CINTERS SHILLINGS

a see of a lating on

HTEJOST

nin.

Chairman chairman 17. 3. 27

IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY.

In the matter of proceedings for Liquidation by arrangement or composition with Creditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania.

I, ARTHUR GILBERT GENDERS of LAUNCESTON in TASMANIA, Director of W.& G. GENDERS. PTI. LTD., make oath and say as follows:-

That the said HEDLEY JOHN CLEARY

Date	Drawer	Acceptor	Amount 2.s.d.	Due date.	
		Nil	na manana kana kana kana kana kana kana		

That I am duly authorized under the Scal, of W.& G.GENDURS PTY.LTD. to make this proof of debt on their behalf, and also to appoint a proxy in Liquidation or Bankruptcy, and that it is within my own knowledge that the above debt was incurred, and for the consideration stated Sworn at LAUNCESTON

in TASMANIA this FOURTH

day of MARCH

192¢7

filter handn

le lanex Justice of the Peace.

I appoint CYRIL CLARE GOODRICK

of Hobart in TASMANIA

my proxy in the above matter.

Gelon Rund

In the suffice of traces in the for lighted in by erral ements of for Second the distance of the second the second the second in ordideper of DOVER in TABLANTA With STOL AN TABLANTA, Diddetor of . SELLA TO MINISTER CONTRACT OF AUG.

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Due Date

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along of the date of the enciencia is jurbly and bruly indebted to fi In the sum of SIX PORDS TWU ther goods supplied to him, The will in sit to ear out tot lating to received and manner of sast fronts -imivolit i sdi tosara

This that a first and the at hat a sea to the tedder withit makes in an inter the state .becath daltare bloneb

admitted Schairman Chairman ETELOTYTEN BUT ALLENDER AL

ATTANEAT OI TELEOH T.

to grony in the above mitter.

IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY

In the matter of proceedings for Liquidation by arrangement or Composition with Creditors instituted by HEDLEY JOHN CLEARY Storekeeper of DOVER in TASMANIA I. CLAUDE ERNEST WEYMOUTH JAMES of LAUNCESTON in TASMANIA, Director of W. & G. GENDERS PTY.LTD. Agents for THE DUNLOP RUBBER COMPANY OF AUST. LIMITED, make oath and say as follows; -

That the said HEDLEY JOHN CLEARY was, at the date of the institution of the said proceedings, and still is justly and truly indebted to the said DUNLOP RUBBER COMPANY of AUS.LTD. SIX POUNDS TWELVE SHILLINGS in the sum of for goods supplied to him, for which the said sum or any part thereof I say that I have not, nor hath any person by my order or in my knowledge or belief for the use of the said DUNLOP RUBBER COY of AUS.LTD. had or received any manner of satisfaction or security whatsoever, save and except the following]-

Date	Drawer	Acceptor	Amount £.s.d.	Due Date
		NIL		

That I am duly authorised under the seal of the Dunlop Rubber Coy of Aus. Ltd. to make this proof of debt on their behalf and also to appoint a proxy in Liquidation or Bankruptcy, and that it is within my own knowledge that the above debt was incurred, and for the consideration stated.

Sworn at LAUNCESTON

in TASMANIA this TWENTYFOURTH

landefamer 1926/7

Before me

I appoint. CYRIL CLARE GOODRICK

Florawford

day of FEBRUARY

A Justice of the Peace.

of HOBART

in

TASMANIA

my proxy in the above matter.

Han defanes.

AIMAMBAT TO TRUC COURT OF TABMANIA

IN BANKRUPTCY.

In the matter of proceedings for liquidation by arrangement or Composition with Greditors instituted - Mathematica Badlage Infortal even of mover by Factoria from the second

> I Charles Neville Hope Secretary of Brownells Limited of Hobart make oath and say as follows:-

That I am duly authorized under the seal of Brownells Limited to make the proof of deat on its behalf that the said included to iter Manage and truly indebted to the order of adjudication and still is justly and truly indebted to the said Company in for goods sold and delivered by the said Company for which said sum or any part thereof. I say that the said Company hath not, nor hath any person by my order or my knowledge or boltef for the use of the said Company had or received any memory of satisfaction or security whatsoever.

all for the for a se

Justice of the Peace.

Admitted . When 1-0 chairman - Chairman - 27

IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY.

I Charles Neville Hope Secretary of Brownells Limited of Hobart make oath and say as follows:-

That I am duly authorised under the seal of Brownells Limited to make the proof of debt on its behalf that the said <u>Hedley</u>....<u>Hedley</u>.... --John Cleary ----- was at the date of the order of adjudication and still is justly and truly indebted to the said Company in the sum of --- <u>eleven poinds seven and sixpence</u>. for goods sold and delivered by the said Company for which said sum or any part thereof. I say that the said Company hath not, nor hath any person by my order or my knowledge or belief for the use of the said Company had or received any manner of satisfaction or security whatsoever.

SWORN AT HOBART in Tasmania this --- Seventh ----- day of -- March ------ One thousand nine hundred and twenty --- seven -----

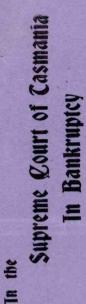
Before me

Justice of the Peace.

Brownells Limited do hereby appoint----Geo. Park of-----Hobart-----in Tasmania as its proxy in this matter. In witness whereof the Common Seal of the said Company is hereunto affixed this---seventh-----day of-----March-----One thousand nine hundred and twenty--seven

The Common Seal of Brownells Limited was hereto affixed in the presence of

r Anc 9



In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

37

Affidavit in Proof of Debt

Box 395 C. HEAD OFFICE & DISTRIBUTING STORE: Telephones: Central 8687 (3 lines) Riverside Avenue, Melbourne, 3rd. March, 1927. Mr. H. J. Cleary. Storekeeper, DOVER TAS. Br. to A. W. ALLEN LIM MANUFACTURERS OF HIGH-CLASS CHOCOLATES AND CONFECTIONERY. No Discount allowed unless Paid within month following delivery. 8 per cent. Interest charged on all Overdue Accounts. 1926. To Account Rendered May 5th .. Goods " 7th Frt. £15: 8: 8 3: 0 Legal Costs 1: 2: 0 £16: 13: 8

red

Cash received on and after the 1st of the month will be credited on next Statement. No Receipt will be recognised unless given on our Printed Receipt Form.

In the Supreme Court) of Casmania

In Bankruptcy

In the Matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

HEDLEY JOHN CLEARY.

STOREKEEPER DOVER. IN TASMANIA

Auchest Marshall. Landen Vale in Formania Rebona

make oath and say as follows:---

That the said HEDLEY JOHN CLEARY

was, at the date of the institution of the said proceedings, and still is, justly and truly indebted to <u>A.W.ALLEN LTD. MELBOURNE</u>.

in the sum of <u>SIXTEEN POUNDS THIRTEEN SHILLINGS AND EIGHTPENCE</u> for <u>GOODS SOLD A D DELIVERED AND LEGAL COSTS</u>.

for which said sum, or any part thereof, I say that the said <u>A.W.ALLEN LTD.</u>

has not nor has any person by HEIR order or to my knowledge or belief for THEIRUSE had or received any manner of satisfaction or security whatsoever,

DATE	DRAWN,	ACCEPTOR.	AMOUNT.	DATE WHEN DUE
			£ s. d.	

 That I am a person in the employ of
 A. W. ALLEN LIMITED

 and am duly authorised by
 THE DIRECTORS OF
 A. W. ALLEN LIMITED

to make this Affidavit; and that it is within my own knowledge that the above 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.

in Victoria this Ihud Amarshal Sworn at..... in March 1927. day of March 1927. Before mel

I appoint.....

G. Park

Clerk

A Justice of the I

of Hobert

my proxy in the above matter.

In the Supreme Court of Tasmania. In Bankruptcy.

In the Matter of Proceedingsator Liquidation by Arrangement or Composition with Greditors instituted by

Affidavit in Proof of Debt.

By

For \pounds : :

Admitted Lus Auitale Chairman 17. 3. 27

Orcen R. Tinning. OFFICIAL ASSIGNEE. Manager-Tasmanian Trade Protective Institute. Halsbury Chambers, 158 COLLINS STREET, HOBART.

11			In Bankruptcy.	of Tasi	nania.
	Ι	n the Matter of Procee	edings for Liquidation	by Arrangemen	nt or Composition
		with Creditors in	stituted by H.J.(LEARY.	
		· · · · · · · · · · · · · · · · · · ·			
Name in full of	T		-1.	a	
Name in full of person making declaration	,	well Gordon Butch	ler		of
His occupation	Hoba	rt in Ta	Ismania	b Genera	l Manager
If you are in		nd say as follows :—			
partnership		General Manager	of C.D.HAYWOOD P	ROPRIETARY	DTMTPRD
tary of a com- pany, say so and you are author- ised to prove debt		and authorized to			
	That the same	id ^a H.J.CLEARY.		was at	the date of the
	institution of	the said proceedings a	nd still is justly and t	ruly indebted to	C.D.Haywood Pt
Amount in words	in the sum of	fe <u>ELEVEN POUN</u>	DS NINETEEN SHIL	LINCS AND TH	IREFPENCE
For work done. goods sold or		foods sold and de			
goods sold or for morey lent etc.	and the second	id sum or any part ther	ceof, I say that I have	not, nor hath	any person by my
		ny knowledge or belief f			ed any manner or
	satisfaction (or security whatsoever s	ave and excent the foll		
					DUE DATE
	DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.
If you hold bill promissory note or cheque fill in the particular here	DATE.		ACCEPTOR.	AMOUNT.	
promissory note or cheque fill in the particular	DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	
promissory note or cheque fill in the particular, here	DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	
promissory note or cheque fill in the particular, here Town State	DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	
promissory note or cheque fill in the particular, here Town State	DATE. XXXXX Sworn at ^h H this	DRAWN.	ACCEPTOR.	AMOUNT.	
promissory note or cheque fill in the particular	DATE. XXXXX Sworn at ^h H this	DRAWN.	ACCEPTOR.	AMOUNT.	Allo ing
romissory notic or cheque fill in the particular, here Town State Creditor signs	DATE. XXXXX Sworn at ^h H this	DRAWN.	ACCEPTOR. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	AMOUNT.	
romissory notic or cheque fill in the particular, here Town State Creditor signs	DATE. XXXXX Sworn at ^h H this	DRAWN.	ACCEPTOR. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	AMOUNT.	Allo ing

ation, but any alteration in the date of swearing declaration will render the document useless

In Bankruptcy.

In the Matter of Proceedingsator Liquidation by Arrangement or Composition with Greditors instituted by

Affidavit in Proof of Debt.

By

For £ : :

Sas Derilago

Owen R. Tinning. OFFICIAL ASSIGNEE. Manager-Tasmanian Trade Protective Institute. Halsbury Chambers, 158 COLLINS STREET, HOBART.

	1	n the Suj	oreme Cou In Bankruj		smania.
		In the Matter of	Proceedings for Liqu	idation by Arrangen	uent or Composition
		with Credit	ors instituted by	HEDLEY JOHN	CLEARY of Dover
		in Tasm	ania Storekeepe	r	
a Name in person n declarat	full of I,a	Charles F	Rex		of
b His occu	Hobar	•tin	Tasmania	b Ship ch	andler
b His occu		h and say as follows	_		
c If you a partne state wh and how	are in ership		n the firm of R	R Rex & Son	
rector, o tary of pany, sa you are	a com- y so and				
debt	prove That the	saida w	Cleary	was	at the date of the
a Debtor's in full					
2. 7		on of the said proceed	ings and still is justly	6 Len	heleny -
e Amount words	in in the st	rinks h	e Tours	deliver	in
goods	sold or,		rt thereof, I say that		th any person by my
			belief for my firm's		eived any manner or
	satisfact	ion or security whats	bever save and except	the following :	
	DATE	. DRAWN.	ACCEPTO	R. AMOUNT.	DUE DATE.
or cheq	nold bill, sory note ue fill in rticulars				
		12A.	in' Lasma		Ø
h Town i State	Sworn at	In Flory	manh	man of	A Rose
j Creditor				One_{j}	mare
	Thousand	l Nine Hundred and	Before me,	Del. (1)	PA
k Magistr	ate signs		k	AUE	Justice of the Peace.
1 Name o	fproxy I ap	point' OR Ju	ming	of ^m	
l Name o m His re n His occ	sidence			my Proxy i	in the above matter.
o Signatu Credit	ire of or				1 crock
	NOTE.	-This affidavit may but any alteration in	be sworn before a Just the date of swearing of	ice of the Peace, who leclaration will rende	must initial <i>every</i> alter- er the document useless
			and an		

IN THE SUPREME COURT

OF

TASMANIA

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IN BANKRUPTCY

Weisel of an esseries live

In the matter of proceedings for liquidation by arrangement or composition with creditors instituted

H.J. Cleary

of Dover Horekeeper

AFFADAVIT IN PROOF OF \$14=15=0

DEBT due to

CHARLES DAVIS LIMITED

Medan sur Distil Chairma 17. 3. 27 Messis Mardoch Cullibert Harte Arie Buildugs -

IN THE SUPREME COURT OF TASMANIA In Bankruptcy.

IN THE MATTER OF proceedings for Liquidation by arrangement or composition with Creditors instituted by <u>Hedley John Cleary of Dover in Januania</u> Grefelfer, I. <u>Povert Humas while</u> — of Hobart, Tasmania, Secretary of CHARLES DAVIS LIMITED a Company carrying on business at Hobart aforesaid as Ironmongers and Hardware Merchants make eath and say as follows:

 THAT I am duly authorised under the seal of CHARLES DAVIS LIMITED to make the proof of debt on its behalf.
 THAT the said <u>Neury Jolus bleary</u> was at the date of the institution of the said proceedings and still is justly and truly indebted to the said Company in the sum of <u>Jourfess pounds foffees</u> for <u>Goods Cold Y delivered</u> for which sum or any part thereof I say that the said Company has not nor hath any person by my order or to my knowledge or belief by the order or for the use of the said Company had or received any manner of satisfaction or security whatsoever save and except the following:

Date	Drawer	Acceptor	Amount	Due Date
and the second sec	TO DESCRIPTION OF THE PARTY OF THE	A PARTICIPATION OF THE PARTY		

(3) 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 HOBART aforesaid this ______ day of <u>March</u> One Thousand Hine Hundred & <u>Aweydy Ceven</u>, Multiple

BEFORE ME

A Justi ce of the Peace

I, the above named _______ appoint _______ of _______ in Tasmania proxy for the said Company, I being duly authorised on behalf of the said Company to make such appointment.

\$ 14=15=0

IN THE SUPPLY COULD BE TARKARIA

IN EAMERUFICX,

In the matter of proceedings for inquidation by arrangement or composition with freditors instituted by

H+1+GUEVEL

1, ".G. Mich, Of Hobart, in Teamenic, of F.G. RICH & CO., make onth and set as follows:-

That the said H.J.Cleary was at the date of the institution of the said proceedings, and still is, justly and truly indebted to the said F.d.Kidi & co.in the sum of Bifteen pounds ten anillings and trussmeas for goods supplied to him, for which the said aug, or environments thereaf, i say that i have not, for beth any person oy by order, or in my knowledge or belief for the use of the said B.O.Rich a CO.had of received any manar of satisfication or security what-

Thet I am duly sutherized by 2.4.RICH & CO. to make this freed of Debt on their behalf, and that it is within my own unextedge that the econe debt was incurred, and for the consideration stated.

Svoro at Hobart, in Teamenia,

this figure is haron, 1907

Boldre me.

Justice of the Feace.

12.5.11 alun Ulunted

IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY,

In the matter of proceedings for Liquidation by arrangement or composition with Creditors instituted by

H.J. CLEARY

I, F.G.Rich, of Hobart, in Tasmania, of F.G.RICH & CO., make oath and say as follows:-

That the said H.J.Cleary was at the date of the institution of the said proceedings, and still is, justly and truly indebted to the said F.G.RICH & CO.in the sum of Fifteen pounds ten shillings and threepence for goods supplied to him, for which the said sum, or any part thereof, I say that I have not, nor hath any person by my order, or in my knowledge or belief for the use of the said F.G.RICH & CO.had or received any manner or satisfaction or security whatsoever.

That I am duly authorised by F.G.RICH & CO.to make this Proof of Debt on their behalf, and that it is within my own knowledge that the above debt was incurred, and for the consideration stated.

sworn at Hobart, in Tasmania, this /2 day of March, 1927

A.J. Men

Before me,

Wolaham

Justice of the Peace.

In the Supreme Court of Tasmania. In Bankruptcy.

In the Matter of Proceedings for Liquidation by "Arrangement: or: Composition with Greditors instituted by

Affidavit in Proof of Debt.

By

il.

For £ : :

Fillenilage Chairman 17. 3. 27

Orcen R. Tinning. OFFICIAL ASSIGNEE. Manager—Tasmanian Trade Protective Institute. Halsbury Chambers, 158 COLLINS STREET, HOBART.

In the Supreme Court of Tasmania.

In Bankruptcy.

In the Matter of Proceedings for Liquidation by Arrangement or Composition

Cleary of Dover

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with	Creditors	instituted	bi	, Hedley.John
			~,	AREAL CARRENT AND

in Tasmania Storekeeper

Name in full of person making declaration	I.,	A		J	Gi	baon	of
His occupation	Hobert		in	man ia	b	Warehou	seman
f you are in		nd say as follo					
and how trading f manager, di sector, or secre- sary of a com- pany, say so and you are author- sed to prove	"That I am		ging Direc		.Gihson	Pty.J.td.	
lebt	That the sai	d ^a	II.J.Clean	. y		was at t	the date of the
	institution of	the said proc	eedings and	still is justly a	nd truly i	ndebted to	<u>A.J.Gibson</u> Ptj
amount in words	in the sum o	fe <u>fif</u>	ty nine po	ounds seven	teen sh	illings &	nine pence
for work done, goods sold or, for morey lent etc.		ds sold au id sum or any				, nor hath ar	ny person by my
				my said Coy and except the			l any manner or
	DATE.	DRAWI	N.	ACCEPTOR.		AMOUNT.	DUE DATE.
If you hold bill, promissory note or cheque fill in the particulars here							
		Lebowt	int ma	amon in	. 4	A. E.	lso M
Town State Creditor signs	Sworn ath H	uli day		amania uary 0	ne_{j}	u.t.	4 Tibs
	Thousand Nin	ne Hundred and	l twenty s	even		0	
Magistrate signs				Before me, 🔨	HH. U	<u>}</u>	- d
	1. 1.1		NY.			Just	ice of the Peace.
Name of proxy His residence His occupation	I appoint	010	Abur	ung	of ^m my	Proxy in th	e above matter.
Signature of Creditor					0		
	NOTE.—Th	is affidavit m	ay be sworn	before a Justice	of the Pe	ace, who mus	st initial every alter-
	ation, but a	ny alteration	in the date of	of swearing dec	laration w	vill render th	e document useless

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In Bankruptey.

In the matter of proceedings for liquidation by arrangement or composition instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper

Statement of Debtor's Affairs.

In the Supreme Court of Tasmania,

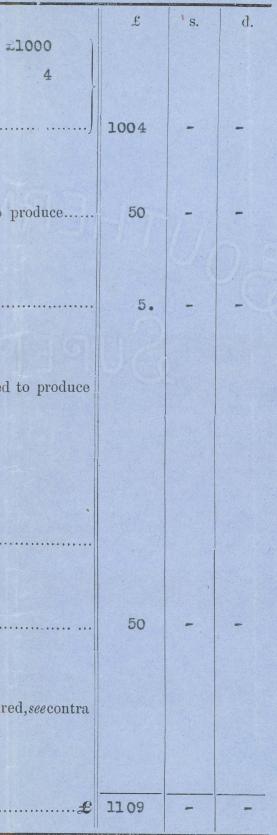
In Bankruptey.

In the matter of proceed ings for liquidation by arrangements or composition with Greditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper

STATEMENT of the affairs of the above Hedley John Cleary

on the Tenth day of March 1927	4	18-		
Unsecured Creditors as per list (A)	£ 3085	s. 11	d. 8	Stock-in-trade at Dover destroyed by fire 4 Bags Sugar
Creditors fully secured as per list (B) £ s. d.				Estimated at
Less estimated value of securities				
Surplus to contra	nil			Book debts about £222 , estimated to
£ s. d. Creditors partly secured as per list (C)				Cash in hand
Estimated value of securities	nil	•		Bills of Exchange or other similar securities, estimate
Other liabilities, as per list (D)	nil			Furniture, fixtures, and fittings at
Creditors for rent and wages, as per list (E)	nil			estimated to produce
Liabilities on bills discounted, as per list (F) £	nil			Property, as per list (G)
Of which it is expected will rank against the Estate for dividend	nil			${ m Surplus} from { m securities} in the hands of Creditors fully { m secu}$
		•		
Total debts \pounds	3085	11	8	Total assets

H.J. Cleany.



LIST OF CREDITORS.

				The Day			
Name.		Address.		Amount of Debt.			
			£	s.	d.		
F.W.Heritage & Co. Pty. Ltd.	Collins	s street, Hobart.	1610	-	-		
J. &. W. Murray Limited	Murray	street, Hobart.	773	17	3		
Blundstone Pty. Limited	Campbel	11 Street, Hobart.	189	16	7		
P. O. Fysh & Company	Gollin	s Street, Hobart.	92	4	6		
W. & G. Genders	Liverp	ool Street, Hobart.	89	2	11		
John White	Liverp	ool street, Hobart.	70	9	10		
Rolfe & Company Limited	300 Ki	ng Street, Melbourne.	55	6	6		
Pearce & Pearce	Murray	Street, Hobart.	37	7	3		
L.Fairthorne & Son Pty. Ltd.	Launce	ston.	32	2	3		
L. Susman & Company	Murray	Street, Hobart.	31	8	9		
British Imperial Oil Co. Ltd	Hobart		28	6	3		
Solo Shoe Company	Melbou	rne.	25	7	4		
Charles Davis Limited	Eli zab	eth Street, Hobart.	17	7	7		
A. W. Allen	nivers	ide Avenue, Melbourne.	15	11	8		
Lamson Paragon Limited	86 001	lins street, Hobart.	9	12	6		
Aladdin Industries Limited.	49-53	shepherd street, Sydney	• 7	10	6		
•							
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				and	Ser.		
				1290 1410 - 21-0 1			
	1		-	1000			

H.J. Cleany.

£ 3085 11

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A.

LIST OF CREDITORS FULLY SECURED.

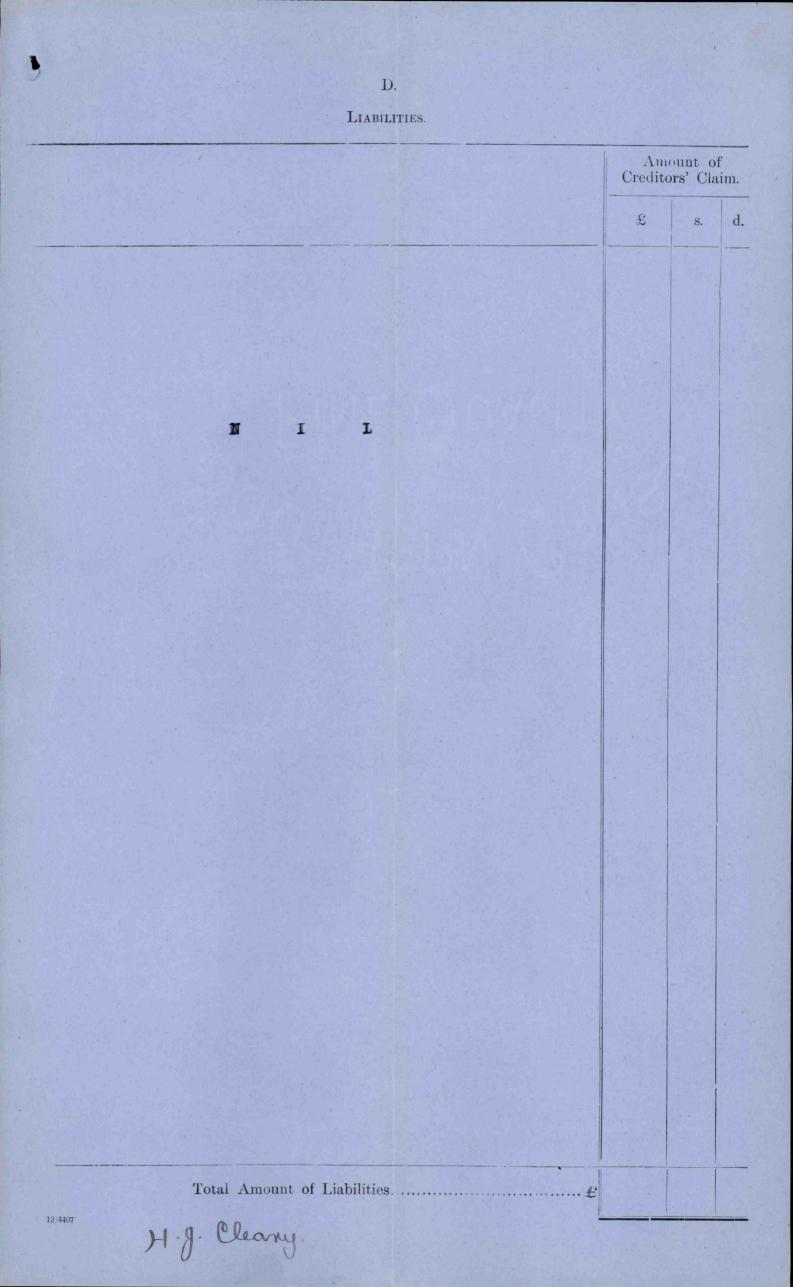
Name of Creditor.	Address.		Estim of S	ated ' ecuri		Amount of Debt.			
			£	s.	d.	£	s.	d.	
	NI	I							
Total estimated v	alue of securities	£	8						
Total amount of de	ebts of creditors l	nolding security	•••		£				
H.J. Cleany						10- 2			

V

CREDITORS	PARTLY	SECURED.
O TOTAL TE TO TO		10 are or and are

Names of Creditors.	Addre		Estim of S	ated ^v ecuri			nount Debt.	
			£	s.	d.	£	s.	d.
	N I	I						
Total estimated_valu	of of securities	0					4	
Total amount of deb								
	Surplus	£		4				

H.J. Cleany.



CREDITORS FOR RENT AND WAGES.

Creditor's Name.	Address.	Nature of Claim.	An	nount Debt.	of
			£	s.	d
					120
				1	
			E.	1	
					1
	NIL				
i					No. Con
					10 10 10 10 10 10 10 10 10 10 10 10 10 1
				-	
					Contraction of the second
				1	
	 	1	£		
					-
H.g. Clean					

Acceptor's Name and Address.	Due Date.	А	mount	t.	Holder's Name and Address.
		£	s.	d.	
				1	
	NIL				
H.J. Cleany.					

PROPERTY.

Full Statement of Nature of property.	the second s	stimato Produo	
	£	s.	d.
Sstimated surplus for value of motor-car repossessed	50	-	-
and manual and place for the for the for the for			
		-	
• Total	£ 50		
H.J. Cleany.			

In the Supreme Court of Tasmania.

In Bankruptcy.

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by <u>HEDLEY JOHN</u> <u>CLEARY</u> of Dover in Tasmania Storekeeper

List of Creditors assembled to be used at every Meeting.

No.

In the Supreme Court of Tasmania.

In Bankruptey.

MEETING	held at	in the matter of proceeding instituted by <u>HEDLEY J</u> Hobart this Seventeenth	s for liquidation by arrangement of <u>OHN CLEARY</u> of Dover in Tasmania day of March	Storek			h Credi	tors.	
No. of Assents of Creditors.	Number.	Names of Creditors present or assemb	bled.	Amo	unt of Asse	ent.	Amo	unt of Pro	oof.
1	1	F. W. Heritage and Company Proprietary Li	mited, Collins Street, Hobart	16ľ1	5	11	1611	5	11
1	2	D. &. W. Murray Limited	Launceston	773	17	3	773	17	3
1	.3	Blundstone Proprietary Limited	Hobart	189	16	7	189	16	7
1	4	P. O. Fysh and Company Limited	Collins Street, Hobart	137	1	3	137	l	3
1	5	W. & G. Genders Proprietary Limited.	Launceston	135	16	-	135	16	-
1	6	Vacuum Oil Company Proprietary Limited	Salamanca Place, Hobart	49	18	3	49	18	3
1	7	J. Walch and Sons Limited	Macquarie Street, Hobart.	20	12	5	20	12	5
1	8	A. W. Allen Limited	Riverside Avenue, Melbourne.	16	13	8	16	13	8
1	9	C. D. Haywood, Proprietary Limited	Melville Street, Hobart	11	19	3	11	19	3
1	10	R. R. Rex and Son	Morrison Street, Hobart.	3	10	-	3	10	-
	10	Total Number of Creditors present or assembled.							
10	Total Num	ber of Assents.							
			Totals£	2950	10	7	29 50	10	7

IF THE SUPERNE COURT OF TAGMANIA

To Bankruptor

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ment or composition with Greathers instituted by

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	Sale Frank	1 1 1 1 2 C	A Sector
		Contraction of the second second	and the second second second

	DOVER	
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SUBMIAATMANE	All and the second se	
	I, BRANNELL EWART BAUNDERS,	
TFARCH MA .OTA .	of THE BRITISH IMPERIAL OIL CO	
. www.Fed we wen her dran	AINAMBAT 10	

That the stid H. D. CLEARY

was, st the date of the institution of the said proceedings, and still is justly and truly indebted to the said THT BRITISH IMPERIAL OIL CO. in the sum of <u>Twenty pounds Three shillings and six pence</u> for which said gus, or any part thereof, I say that I nave not, nor hath any person by ay order or to ay knowledge or beliet for the use of the said THE BRIFISH INFERIAL OIL CO. LID. had or received any manner of setisfaction or security whatsoever, save and except the following :-

Dave Draver Addedtor Amount Date

That I am duly subhorized under the seal of

THE BAIFISH IMPERIAL CIL CO. to make this Proof of Deut on their behalf and also to eppoint a proof in Liquidation or Bankruptoy, and it is within my own knowledge that the above deut was incuired, and for the consideration stated.

> anuel at HORARI in TABMANIA bale TOURTH date of OOTDENER 1927

I appoint V. A. RUBENAVE

My proxy in the above matter.

IN THE SUPREME COURT OF TASMANIA

In Bankruptcy

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

H. J. CLEARY DOVER TASMANIA I, BRAMWELL EWART SAUNDERS of THE BRITISH IMPERIAL OIL CO. LTD. in HOBART of TASMANIA make oath and say as follows :-

That the said H. J. CLEARY

was, at the date of the institution of the said proceedings, and still is justly and truly indebted to the said <u>THE BRITISH IMPERIAL OIL CO.</u> in the sum of <u>Twenty pounds Three shillings and six pence</u> for <u>GOODS SOLD ADD DELIVERED</u> 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 <u>THE BRITISH IMPERIAL</u> <u>OIL CO. LTD.</u> had or received any manner of satisfaction or security whatsoever, save and except the following :-

Date Drawer Acceptor Amount Due Date

That I am duly authorised under the seal of <u>THE BRITISH IMPERIAL OIL CO.</u> to make this Proof of Debt on their behalf and also to appoint a proxy in Liquidation or Bankruptcy, and it is within my own knowledge that the above debt was incurred, and for the consideration stated.

SWORN AT HOBART in TASMANIA this FOURTH date of OCTOBER 1927

Before me Tric Hauson

A Justice of the Peace.

I appoint V. A. RUBENACH My proxy in the above matter.

Hedley John Cleary 2000 15th fib 27 the the Sugard Court of Talandard TO S CHARMENT AL tone decile contracted the set Thilder to an at many and to recomposite on with a section of the sections in the section of modeler .H. M That is a duly better that and the seas we be a season by Ciceto . C. H. An analysis of the second back and at bedrebet ylent are yebred index poor to 17'- Int food and poly of total The scars designed to make the state of the statement of the state of the And The The In addition who and the second second second The share of the second The serve denoted the store and a state of the set and the second second Martin Carlos Con in the second To any service and the first orderstand particular

In the Supreme Court of Tasmania

In Bankruptcy

In THE MATTER of Proceedings for Liquidation by arrangement or composition with Creditors instituted by Hedley John Cleary of Dover)Storekeeper) of Hobart in Tasmania

I. H. H. Hanton.

Make oath and say as follows:-That I am duly authorised under the seal of F. & F. S. Hanton Py to make the proof of debt on its behalf that the said H. J. Cleary was at the date of the order of Adjudication and still is justly and truly indebted to the said Company in the sum of two pounds 17/- for Goods supplied. (Ices) by the said Company for which said sum or any part thereof, I say that the said Company hath not, nor hath any person by my order or my knowledge or belief for the use of the said Company, had or received any manner of satisfaction or Sixtanton lec socurity whatsoever.

Sworn at Hobart

in Tasmania this day of July

One thousand nine hundred and twenty eight.

Before me

Milling

Justice of the Poace.

doth hereby appoint

of Hobart in Tasmania as its proxy in this matter,

In Witness whereof the Common Seal of the said Company is hereunto affixed this day of One thousand Nine hundred and

The Common Seal of

was hersunto affixed in the presence of

In the Supreme Court of Tasmania. In Bankruptcy.

In the Matter of Proceedings for Liquidation by Arrangement or Composition with Greditors instituted by

February 1927

Affidavit in Proof of Debt.

By

For \pounds : :

Orcen R. Tinning. OFFICIAL ASSIGNEE. Manager-Tasmanian Trade Protective Institute. Halsbury Chambers, 158 COLLINS STREET, HOBART.

In the Supreme Court of Tasmania.

In Bankruptcy.

In the Matter of Proceedings for Liquidation by Arrangement or Composition

with Creditors instituted by Hedley John Cleary of Dover

Steme in full of proceedings and still is justly and truly indebted to ? : Order to the still of
In Transmission His occupation make oath and say as follows : If you are in make oath and say as follows : "That I am freeding as Lettle follows proved poport adds by trading "That I am "That I am freeding as Lettle follows proved adds by trading "That I am "That I am freeding as Lettle follows proved adds by trading "That I am "Dobters" name That the said Hedley John Gleary was at the date of the institution of the said proceedings and still is justly and truly indebted to?ima Anomatin in the sum of one pound For work does, for '
In Transmission His occupation make oath and say as follows : If you are in make oath and say as follows : "That I am freeding as Lettle follows proved poport adds by trading "That I am "That I am freeding as Lettle follows proved adds by trading "That I am "That I am freeding as Lettle follows proved adds by trading "That I am "Dobters" name That the said Hedley John Gleary was at the date of the institution of the said proceedings and still is justly and truly indebted to?ima Anomatin in the sum of one pound For work does, for '
In Transmission His occupation make oath and say as follows : If you are in make oath and say as follows : "That I am freeding as Lettle follows proved poport adds by trading "That I am "That I am freeding as Lettle follows proved adds by trading "That I am "That I am freeding as Lettle follows proved adds by trading "That I am "Dobters" name That the said Hedley John Gleary was at the date of the institution of the said proceedings and still is justly and truly indebted to?ima Anomatin in the sum of one pound For work does, for '
His occupation make oath and say as follows : If you we find the partnership and you are for the said and say as follows : That I am "That I am free ing as heither class growther and you are suffer and the said the said and the said the said and the said the said the said and the said t
make oath and say as follows : If you are after adhow ranking That I am
If you are in grant arbitic structure of the second structure of the se
interview with a state of the state of th
rector, or sectors port as watched debt Debtor's name That the said's Hedley John Cleary was at the date of the in full in the in the said to prove Amount in in the sum of e One_pound words For work done, for ' goods sold or, for which said sum or any part thereof, I say that I have not, nor hath any person by m order or to my knowledge or belief for my firsts use, had or received any manner or satisfaction or security whatsoever save and except the following : DATE. DRAWN. Acceptor. AMOUNT. Due DATE. DRAWN.
ised to prove
institution of the said proceedings and still is justly and truly indebted to <u>my</u> <u>rime</u> <u>amount in</u> in the sum of <u>one pound</u> <u>roots sold</u> for which said sum or any part thereof, I say that I have not, nor hath any person by m order or to my knowledge or belief for my <u>rimes</u> use, had or received any manner of <u>satisfaction or security whatsoever save and except the following :</u> <u>DATE.</u> <u>DRAWN.</u> <u>ACCEPTOR.</u> <u>AMOUNT.</u> <u>DUE DATE.</u> I'r yon hold bill or cheque fill in the patients
Amount in words in the sum of e
Amount in words in the sum of e
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ice for which said sum or any part thereoi, i say that i have hot, hot had any person by in order or to my knowledge or belief for my firm; s use, had or received any manner or satisfaction or security whatsoever save and except the following : DATE. DRAWN. ACCEPTOR. AMOUNT. DUE DATE.
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DATE. DRAWN. ACCEPTOR. AMOUNT. DUE DATE.
If you hold bill, promissory note or cheque fill in the particulars
If you hold bill, promisory note or cheque fill in the particulars
promisory note or cheque fill in the particulars
promisory note or cheque fill in the particulars
or cheque fill in the particulars
Som all that in Testania
Town Sworn ath Hobert in Taspenia 0 Tollow
Creditor signs this time teenth day of voresber One
Thousand Nine Hundred and twenty - govern
Magistrate signs k & Milling
Justice of the Peace.
Name of proxy I appoint ¹ of ^m
Name of proxy I appoint my Proxy in the above matter
<u>o</u>
Signature of Oreditor
NOTE.—This affidavit may be sworn before a Justice of the Peace, who must initial every a ation, but any alteration in the date of swearing declaration will render the document us

In the Supreme Court of Tasmania.

No. 111.

In Bankruptcy.

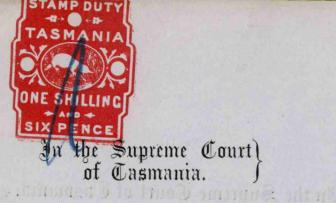
IN THE MATTAR of providings for liquidation by artanianat or

In the matter of proceedings for liquidation by arrangement or composition with creditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper

make onth and say

1. That I verify bolinous that the resolutions, statement of critica, provide, and provides filed in this matter are the whole of the resolutions, statement, provide and provides course to and produced at the general sciences beld in this matter on the

> Affidavit to be used upon Registration of a Special or Extraordinary Resolution.



In Bankruptey.

IN THE MATTER of proceedings for liquidation by arrangement or composition with creditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper

1, HAROLD LEONARD SCHMIDT

Hobart in Tasmania Law Clerk

make oath and say

as follows :---

of

1. That I verily believe that the resolutions, statement of affairs, proofs, and proxies filed in this matter are the whole of the resolutions, statement, proofs, and proxies come to and produced at the general meeting held in this matter on the **Seventeenth** day of March One7thousand nine hundred and twenty seven

-2: - That -I -verily - believe - that -- the -- gross - amount -- of - composition payable - to ----- creditors -does - not - exceed _2.

Sworn at Hobart in Tasmania, this twenty first day of March one thousand nine hundred and twenty seven Before me,

Waladam .

a. Justice of the Peace

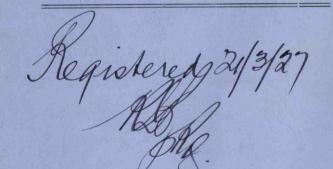
N. L. Schnidt

In the Supreme Court of Tasmania

In Bankruptcy

IN THE MATTER of proceedings for liquidation by arrangement or composition with Creditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper

SPECIAL RESOLUTION





the Supreme Court of Tasmania

In Bankruptey

IN THE MATTER of proceedings for liquidation by arrangement or composition with Creditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper

W E, the undersigned, being the statutory majority of creditors, assembled at the general meeting in the above matter duly held at 135 Macquarie Street, Hobart

this Seventeenth day of March 1927 491 (1.) That the affairs of the said Hedley John Cleary shall be liquidated by arrangement and not in bankruptcy. (2.) That Own Richmond Trang of Hobari be and he is hereby appointed trustee. (3.) That Friderick breezain Heritage and Montague Cox Sym mons be and they are hereby appointed a committee of inspection. (4.) That Murdoch Cuthon's Clarke Solic fors' Idoban's be entrusted with the registration of this special resolution. for during from Director. Wr General Achta Dow munache het Symmons Atty-A & A alen Los by it's brong Achark 9.0. Jyph & Collprolkla Eloctors hocae mgn M. Blandstore My Ha Angronbane Director Vacuum Cil Co. Hy. Hot P. 15: Hoewster and ingr. Bo Raymond Pay Lin by then havy Or Thising RRRen Fm lythen Promy Or Thising J. Walch for Pty Ild bu frangen

In the Supreme Court of Tasmania

In Bankruptry

In the matter of proceedings for liquidation by arrangement or composition with creditors instituted by HEDLEY JOHN CLEARY of pover in Tasmania Storekeeper

Request with List of Creditors

Notices sealer posted. 22/2/27. All

CLARKE MURDOCH CUTHBERT 80

In the Supreme Court of Tasmania.

In Bankruptey.

IN THE MATTER of proceedings for liquidation by arrangement or composition with creditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper

To the Registrar.

REQUEST that the notices of the General Meeting on the **Tenth** day of **March 1937**, herewith delive for post, may be sent to the under-scheduled creditors.

Dated this	Twenty	second	day of	February	1927	by Murdoch
						Fie

No.	Names of Creditors or Firms of Creditors.	Addresses.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	F. W. Heritage & Company Pty. Limited. D. & W. Murray Limited Blundstone Pty. Limited P. O. Fysh & Company W. & G. Genders John White Rolfe & Company Limited Pearce & Pearce L. Fairthorne & Son Pty. Limited L. Susman & Company British Imperial Oil Company Limited Solo Shoe Company Charles Davie Limited A. W. Allen Lamson Paragon Limited Aladdin Industries Limited	Gollins Street, Hobart Murray Street, Hobart Campbell Street, Hobart Collins Street, Hobart Liverpool Street, Hobart Liverpool Street, Hobart 300 King Street, Melbourne Produce Merchants, Hobart Launceston Murray Street, Hobart Hobart Melbourne Elizabeth Street, Hobart Riverside Avenue, Melbourne 86 Collins Street, Hobart 49-53 Shepherd Street, Sydney
22 FBB 107 22 FBB 107 25/4070		

, herewith delivered to you, duly addressed and stamped

Hedley John Cleary but bar blacke "

His Attorneys.

Estima	ted Amount	t of Debt.
1610 773 189 92 89 70 55 37 32 31 28 25. 17 15 9 7	0 -17 16 4 2 9 6 7 2 8 6 7 7 11 12 10	0 3 7 6 11 10 6 3 3 9 3 4 7 8 6 6 6

£3085

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IN THE SUPREME COURT

OF TASMANIA

IN BANKRUPTCY.

IN THE MATTER of proceedings for liquidation by arrangement or composition with creditors instituted by <u>HEDLEY JOHN</u> CLEARY of Dover in Tasmania Storekeeper.

CONSENT

IN THE SUPREME COURT

OF TASMANIA

IN BANKRUPTCY.

IN THE MATTER of proceedings for liquidation by arrangement or composition with Creditors instituted vy <u>HEDLEY JOHN CLEARY</u> of Dover in Tasmania Storekeeper.

<u>i</u> <u>OWEN RICHMOND TINNING</u> of Hobart in Tasmania Official Assignee do hereby consent to be appointed as the Receiver of the property of the abovenamed Hedley John Cleary.

DATED this 16th day of February One thousand nine hundred and twenty seven.

Sund Finning

IN THE SUPREME COURT OE TASMANIA IN BANKRUPTCY.

IN THE MATTER of proceedings for liquidation by arrangement or composition with Creditors instituted by <u>HEDLEY</u> JOHN CLEARY of Dover in Tasmania -Storekeeper.

ORDER

Appointing Receiver.

IN THE SUPREME COURT

OF TASMANIA

IN BANKRUPTCY.

IN THE MATTER of proceedings for liquidation by arrangement or composition with Greditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper.

UPON READING the Application of Frederick William Heritage of Hobart in Tasmania Managing Director of F. W. Heritage and Company Proprietary Limited one of the wreditors of the above named Hedley John Cleary and the Affidavit therein referred to IT IS ORDERED that Owen Richmond Tinning of Hobart aforesaid Official Assignes be appointed to collect get in and receive the property of the abovenamed Hedley John Cleary AND it is ordered that the said Owen Richmond Tinning do take immediate possession of such property that he do pass his accounts at such time as may be directed by the Registrar of this Court.

16 day of February One thousand nine hundred DATED this and twenty seven.

By the Court Deputy Registrar.

IN THE SUPREME COURT

OF TASMANIA

IN BANKRUPICY.

THUOO BRAIN TUR MARY

IN BANKRUTTOY.

ATMAMEAT TO

IN THE MATTER of proceedings for liquidation by arrangement or composition with Creditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper.

I the undersigned FREMERICK WHELIAM HERITAGE of Hobert aforeseid Managing Wirector of W. W. Heritage & Company Fty. Ltd., do on the grounds set forth in the annexed Affidavit apply to the Court for the appointment of a Receiver of the MOITAOIITGOT ADILIGE Hedley John Cleary and that such Receiver

THE MATTER of proceedings for Is ation by arrangement or composition Creditors instituted by HEDDAY CLEARY of Dover in Tasmania -

rekeeper.

Affidavit in support annexed.

to day of February One thousand

Filea 16/2/27 All

BARSD this Letlesmit

nine hundred and twenty seven.

MURDOCH CUTHBERT & CLARKE.

IN THE SUPREME COURT

OF TASMANTA

IN BANKRUPTCY.



IN THE MATTER of proceedings for liquidation by arrangement or composition with Creditors instituted by HEDLEY JOHN CIEARY of Dover in Tasmania -Storekeeper.

I FREDERICK WILLIAM HERITAGE of Hobart in Tasmania Managing Director of F. W. Heritage & Company Pty Ltd., hereby make oath and say:-

216

1. THAT I reside at Hobart aforesaid and am a Company Manager as above set forth and am the Applicant named in the annexed Application.

2. THAT the above named Hedley John Cleary was at the time of the institution of the above proceedings and still is indebted to F. H. Heritage & Company Pty Ltd., in the sum of One thousand for which amount they are unsecured.

3. THAT in my opinion it is essential for the protection of the Creditors that they should have immediate possession of the assets of the said Hedley John Cleary as the same are likely to be wasted and lost to the Creditors.

4. THAT for that purpose it is expedient that a Receiver of the property of the said Hedley John Cleary should be appointed and in default of such appointment I verily believe that the Creditors run the risk of incurring loss.

SWORN at Hobart in Tasmania this thousand nine hundred and twenty seven

Before me

A Justice of the Peace.

Klein

.YOTAUXAR II SUPREME COURT THE IN TASMANIA OF IN BANKRUPTCY.

YHARLO NHOL YELGRE CARMENTA STOTEREE DET.

Affilevit in support annexed.

. ARAIO S TRANSFUR HOOTIN

THEOD EMERICA

MATTIN of proceedings for

of Dover



IN THE MATTER of proceedings for liquidation by arrangement or composition with Creditors instituted by <u>HEDERY</u> JOHN CLEARY of Dover in Tasmania aquidation by errangement or -Storekeeper.

I the undersigned FREDERICK WILLIAM HERITAGE of Hobart aforesaid Managing Director of W. W. Heritage & Company Pty. Ltd., do on the grounds set forth in the annexed Affidavit apply to the Court for the appointment of a Receiver of the property of the said Hedley John Cleary and that such Receiver be directed to take immediate possession thereof.

> Setleon day of February One thousand DATED this nine hundred and twenty seven.

feita



No. 97.

In the Supreme Court of Tasmania

In Bankruptey.

In the matter of the Petition of **B** EDLEY JOHN CLEARY of Dover Storekeeper

Petitions under Sections 112, 113.

Filed 15 Fibigs 7 at 353 pm. All

MURDOCH CUTHBERT & CLARKE

23/7181 Mercury Solicitors for the Petitioner.



This is the Petition referred to in the annexed Affidavit of HEDLEY J JOHN Cleary Sworn before me this 152 day of February 1927

Merolay, Walewall

A Justice of the Peace.

In Bankruptcy.

In the Supreme Court of Tasmania.

The humble petition of HEDLEY

JOHN

CLEARY

Dover in Tasmania Storekeeper of

SHEWETH-

That your Petitioner alleges that he is unable to pay his debts, and is desirous of instituting proceedings for liquidation of his affairs by arrangement or composition with his creditors, and hereby submits to the jurisdiction of this Court in the matter of such proceedings.

Your Petitioner therefore prays that notices convening such general meeting or meetings of his creditors as may be necessary to be given by him during the course of such proceedings may be sent in the prescribed manner and that such resolution or resolutions as his creditors may lawfully pass in the course of such proceedings, and as may require registration, may be duly registered by the Registrar of the Court.

And your Petitioner shall ever pray, etc.

H.g. Cleany.

Signed by the Petitioner HEDLEY JOHN

CLEARY

on the

Fffteenth

day of

1927

C. Darcy Cuthbert alloney: 135 Macquarie

February

in the presence of

In the Supreme Court of Tasmania

In Bankruptcy.

In the matter of the petition of HEILEY CLEARY of Dover Storekeeper. JQHN

A ffidavit in support of petition

Thed 15/2/27 All

MURDOCH CUTHBERT & CLARKE

Solicitors for the Petitioner.



In the Supreme Court of Tasmania

In Bankruptcy.

, HEDLEY J.OHN CLEARY

of Dover in Tasmania Storekeeper

make oath and say, as follows :---

I am the petitioner named in the petition hereunto annexed.

I verily believe that it will be most convenient to the creditors whose debts exceed ten pounds that the general meeting should be held at the offices of Messrs. Murdoch Cuthbert & Clarke Solicitors 135 Macquarie Street Hobart in Tasmania.

Sworn at Hobart aforesaid this // day of February One thousand nine hundred and twenty seven

Before me,

-11ewhan Waterworth

A Justice of the Peace.

I certify my belief that it will be most convenient to the creditors of the petitioner that the general meeting should be held at the above offices

Tarcy luthour

Attorney in the matter of the petition

H-J. Cleany.

IN THE SUPREME COURT

OF TASMANIA

IN BANKRUPTCY.

IN THE MATTER of proceedings for liquidation by arrangement or composition with creditors instituted by H J Cleary of Dover in Tasmania Storekeeper.

I WILLIAM HENRY BURGESS of Hobart in Tasmania a Director of Burgess Bros.P ty. Li mited make oath and say as follows :-

That I am duly authorised under the seal of Burgess Bros.Pty. Limited to make the proof of debt on its behalf.

That the said H.J. Cleary was at the date of the institution of the said proceedings and still is justly indebted to Burgess Bros. Pty. Limited in the sum of Twenty pounds one shillings and threepence (220.1.3d) for goods sold and delivered for which said sum or any part thereof I say that Burgess Bros. Pty. Limited has not nor hath any person by my order or to my knowledge or belief for the use of Burgess Bros.Pty. Limited had or received any manner of satisfaction or security whatsoever.

Sworn at Hobart aforesaid this

day of forman

Before me,

A JUSTICE OF THE PEACE.

mà

In the Bankruptcy Court, Caunceston.

In the Matter of proceedings for liquidation by arrangement or composition

with Creditors instituted by leave John Heary I, William Kobert Kolph

of Launceston, in Tasmania, Director of W. R. ROLPH & SONS Pty. Ltd., make oath and say as follows:-

That the said Kealey John Cleary

was, at the date of the institution of the said proceedings, and still is, justly and truly indebted to the said W. R. ROLPH & SONS Pty. Ltd. in the sum of hor founds thisten shillings mehenny for wohapers Sola 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 W. R. ROLPH & SONS Pty. Ltd., had or received any manner of satisfaction or security whatsoever, save and except the following:-

Date	Drawer	Acceptor	Amount	Due Date
A REAL PROPERTY AND	and the second sec		£ s. d.	
1.1.1				Tester
		NAL DECT	1. 1.4. 27	
		and Maria Strike	The state of the second	1. m.2

That I am duly authorised under the Seal of W. R. ROLPH & SONS Pty. Ltd. to make this Proof of Debt on their behalf, and also to appoint a proxy in Liquidation or Bankruptcy; and that it is within my own knowledge that the above debt was incurred, and for the consideration stated.

in

SWORN at Launceston, in Tasmania,

this May of Law 192

Before me:

Peter P. Pike

A Justice of the Peace.

I appoint.

of

my proxy in the above matter.

IN THE SUPREME COURT

of TASMANIA.

IN BANKRUPTCY

IN THE MATTER OF PROCEEDINGS for liquidation by arrangement or composition with Creditors instituted by H. J. CLEARY of Hobart in Tasmania General Storekeeper

I THOMAS AYSON BUMFORD of Hobart aforesaid Secretary of

A. P. MILLER & Sons make oath and say as follows :-<u>THAT</u> I am duly authorised under the seal of the said A. P. Miller & Sons to make the proof of debt on its behalf. THE said H. J. Cleary was at the date of the institution of the same proceedings and still is justly and truly indebted to A.P. Miller & Sons in the sum of Three pounds twelve shillings for which said sum or any part thereof I say that I have not nor hath any person by my order or by the order of the Company to my knowledge or belief for my use had or received any manner of satisfaction or security whatsoever.

SWOPN at Hobart aforesaid this 12 day of May. One thousand nine

of Dumford

hundred and twentyseven

Before me & Willing

A Justice of the Peace.

IN THE SUPREME COURT) OF TASMANIA.

IN BANKRUPTCY.

IN THE MATTER OF PROCEEDINGS of Bankruptcy against HEDLEY JOHN CLEARY

of DOVER in Tasmania, Storekeeper

I Andrew Mather of Hobart in Tasmania, Director to Andrew Mather & Co, Pty., Ltd., make oath and say,

- (1). That I am duly authorised under the seal of A.Mather & Co to make proofs of debt on its behalf,
- (2). That the said Hedley John Cleary was at the date of institution of the said proceedings and still is justly and truly indebted to us in the sum of Two pounds two shillings and five pence for goods sold and delivered for which said sum or any or any part therof I say that I have not nor hath any person by my order or to my knowledge or belief for the use of A.Mather & Co, Pty., Ltd., had or received any manner of satisfaction or security whatsoever save and except the following --

				-
Date	Drawn	Acceptor	Amount	Date when due.

Swfrn at Hobart in Tasmania this Audreon 4 1 day of 726 1927

Before me

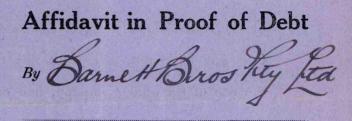
ustice of the Peace

In the Supreme Court of Tasmania

In Bankruptey

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

H. J. Cleary Dover Store kee per



For £ 23: 5 : 11

In the Supreme Court of Tasmania IN BANKRUPTCY.

> IN THE MATTER OF broceedings for liquidation by composition with creditors instituted by A.g. Cleary. of Dover of Hobart.

I. Serbert Stanley Darnett.

make oath and say as follows :---

That I am duly authorised under the seal of Barnet Bros Tity Lea to make the proof of debt on its behalf that the said H. J. Cleary of Dover was at the date of the Order of Adjudication and still is justly and truly indebted to the said Company in the sum of dwenty three founds five shillings I cleven pence sty for goods supplied.

by the said Company, for which said sum, or any part thereof, I say that the said Company hath not, nor hath any person by my order or my knowledge or belief, for the use of the said Company, had or received any manner of satisfaction or security whatsoever.

SWORN at Hobart in Jasmania 11th day of april march

One thousand nine hundred and twenty Seven

Before me,

Maham

Justice of the Peace.

doth hereby appoint of Hobart, in Tasmania, as its proxy in this matter. IN WITNESS WHEREOF the Common Seal of the said Company is hereunto affixed this 11th day of maket One thousand nine hundred and twenty Seven THE COMMON SEAL of Damet Dros Tity hea was hereunto affixed in the presence of J. J. Sinclain

In the Supreme Court of Tasmania.

In Bankruptey.

In the matter of Proceedings for Liquidation by arrangement or Composition with Creditors instituted by HEDLEY JOHN CLEARY of Dover in Tasmania Storekeeper

AFFIDAVIT IN PROOF OF DEBT.

Light in

Arr.

In the Supreme Court of Tasmania.

In Bankruptey.

In THE MATTER of Proceedings for liquidation by arrangement or composition with Creditors instituted by HEDLEY JOHN CLEARY

of Dover in Tasmania Storekeeper

1. RECAMIE RAPP

Dover in Tasmania Married Woman of make oath and say as follows:

The said was at the date of Hedley John Cleary the institution of the said proceedings and still is justly and truly indebted to me in the sum of Twenty pounds twelve shillings and six pence

for money lent and interest

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.	Due Date.

Sworn at Dover in Tasmania this 28th day of Feb ?

1927 Recurica Rapp

4 Y 24

Before me

Rith A Justice of the Peace

I appoint WILLIAM JOSHUA TILLEY STOPS

of Hobart, Solicitor my proxy in the above matter Meening Rupp

In the Supreme Court of Tasmania

In Bankruptey

In the matter of

Affidavit in Proof of Debt

By

For	£	:	:	

In the Supreme Court of Tasmania IN BANKRUPTCY.

IN THE MATTER OF

I. George brank make oath and say as follows :--

Hobar!

CRAMP BROS. PTY. LTD. That I am duly authorised under the seal of to make the proof of debt on its behalf that the said HI bleary was at the date of the Order of Adjudication and still is justly and truly indebted to the said Company in the sum of Fing tound four shelling and for fine for Repairs to motor bar

by the said Company, for which said sum, or any part thereof, I say that the said Company hath not, nor hath any person by my order or my knowledge or belief, for the use of the said Company, had or received any manner of satisfaction or security whatsoever.

SWORN at Hobar in Jarmania this 14° day of Geobramp mark One thousand nine hundred and Twenty Der

Before me,

One thousand nine

doth hereby appoint

of Hobart, in Tasmania, as its proxy in this matter.

IN WITNESS WHEREOF the Common Seal of the said Company is hereunto affixed

this

day of

hundred and

THE COMMON SEAL of

was hereunto

affixed in the presence of

HOBART

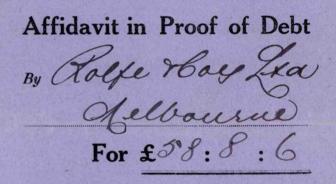
27/1424

In the Supreme Court of Tasmania

In Bankruptey

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

with Creditors instituted by J. Cleary Accel Bros. Clauser Zarmania Afeel



a cr

In the Supreme Court of Tasmania IN BANKRUPTCY.

IN THE MATTER OF Ledley John Cleary Dover, Pasmania Trockeeper

John William Douglas diebet of Foo King Street Alloune ictoria, Secretary make oath and say as follows :-

That I am duly authorised under the seal of Kolfe Hoy Luncked to make the proof of debt on its behalf that the said Gedley John bleary

was at the date of the Order of Adjudication and still is justly and truly indebted to the said Company in the sum of Difty bight Founds bight

lings I ichence for Logdo Sold & delivered and say of unsatisfied Jusigement by the said Company, for which said sum, or any part thereof, I say that the said Company hath not, nor hath any person by my order or my knowledge or belief, for the use of the said Company, had or received any manner of satisfaction or security whatsoever.

SWORN at Melbourne in Victoria

this Iwentyminth day of March One thousand

nine hundred and Toeakypooen

Whoug as probe

doth hereby appoint

of Hobart, in Tasmania, as its proxy in this matter.

IN WITNESS WHEREOF the Common Seal of the said Company is hereunto affixed this day of One thousand nine hundred and"

THE COMMON SEAL of

was hereunto

affixed in the presence of

In the Supreme Court of Tasmania. In Bankruptcy.

In the Matter of Proceedingsator Liquidation by Arrangement or Composition with Greditors instituted by

Addy John Chary ADoor

Affidavit in Proof of Debt.

By hellilly hitche My - Ita

For £ 60:14:4

Orcen R. Tinning. OFFICIAL ASSIGNEE. Manager-Tasmanian Trade Protective Institute. Halsbury Chambers, 158 COLLINS STREET, HOBART.

In the Supreme Court of Tasmania. In Bankruptcy.

		In the Mat	ter of Proceedin	ngs tor Liquidation b	y Arrangement of	or Composition
		zorith	Creditors instit	uted by fidly	John Ch	ary
		Ш.	the design of the second secon	1 1).	1. J	
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a	Name in full of person making declaration	1,ª Wally	g. July	itry		of
		Solar	in fus	mania D	huch	art.
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	tary of a com- pany, say so and		1/	Ĵ	0	
	you are author- ised to prove debt	11,	1 1	PI		
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hi j	If you hold bill, promissory note or cheque fill in the particulars here Town State Creditor signs Magistrate signs Magistrate signs	order or to my knowled satisfaction or security DATE. DI Sworn at ^h Hobor this 28 th Thousand Nine Hundred	lge or belief for whatsoever save AAWN.	my use e and except the follow ACCEPTOR.	ving : <u>AMOUNT.</u> <u>WHALIU</u> <u>Olalaa</u> Justa ofm Boc.	UUE DATE.
h j l	If you hold bill, promissory note or cheque fill in the particulars here Town State Creditor signs Magistrate signs Magistrate signs Name of proxy His residence His occupation	order or to my knowled satisfaction or security DATE. DI Sworn at ^h Hotor this 28 th Thousand Nine Hundred	lge or belief for whatsoever save AAWN.	my use e and except the follow ACCEPTOR.	ving : <u>AMOUNT.</u> <u>WHALIU</u> <u>Olalaa</u> Justa ofm Boc.	ULE DATE.
h j l	If you hold bill, promissory note or cheque fill in the particulars here Town State Creditor signs Magistrate signs Magistrate signs	order or to my knowled satisfaction or security DATE. DI Sworn at ^h Hobor this 28 th Thousand Nine Hundred I appoint ¹ 0	Age or belief for whatsoever save AAWN. 1 in ⁱ 2 day of Age and Sever	my use e and except the follow ACCEPTOR.	ving : <u>AMOUNT.</u> <u>AMOUNT.</u> <u>Juff</u> <u>Juff</u> <u>Juff</u> <u>Just</u> of ^m <u>Boc</u> my Proxy in th <u>Juff</u>	UUE DATE.

IN BANKRUPTCY.

IN THE MATTER of proceedings for liquidation by arrangement or composition with Creditors instituted by H. J. Cleary of Perri in Josmannia Standards

I, William Alfred Latte o of Motort in Tasmania Managing Prector make oath and say as follows :-was at the date of the institution of the said proceedings and in the sum of K. Ceren Icands K Ceren Shieldings for work and labor done and materials supplied for which said has not nor has any person by my order or to my knowledge or belief for my use had or received any manner of satisfaction or security whatsoever. That I am a person in the employ of Fcleys PT Let and am duly authorised by ... the Pirectors to make this Affidavit And that it is within my own knowledge that the above 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. 11-0, Latte SWORN at Hobart in TASMANIA this) Thurd day of 2nay 1927) Before me A Justice of the Peace

IN THE SUPREME COURT OF TASMANIA IN BANKRUPTCY

> IN THE MATTER OF PROCEEDINGS for Liquidation by Arrangement of Composition with Creditors instituted by Hedley John Cleary of Dover, Tas.

I, R.E. MILLER, Manager, J. Kitchen & Sons Pty. Ltd., Hobart make oath and say as follows:-

The said Hedley John Cleary was at the date of the institution of the same proceedings and still is justly and truly indebted to me in the sum of seventeen pounds seven 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.

SWORN AT HOBART

this 13th day of may 1927 before me Chat I Seages

Rhefiller

M the way 27

In the Supreme Court of Tasmania. In Bankruptcy.

In the Matter of Proceedings for Liquidation by Arrangement or Composition with Greditors instituted by

Affidavit in Proof of Debt.

By

For \pounds : :

Orcem R. Tinning. OFFICIAL ASSIGNEE. Manager-Tasmanian Trade Protective Institute. Halsbury Chambers, 158 COLLINS STREET, HOBART.

In the Supreme Court of Tasmania.

In Bankruptcy.

	In	the Matter of Procee	dings for Liquidation	by Arrangement	or Composition
		with Creditors ins	tituted by Sedle	ey John	bleary
		d Do	en i U	X	. /
		1 Maria	ling la	Juna	<u>~ca</u>
			keeper		
a Name in full of person making	I. 1.	lunder	and		of
declaration	19ª			6	
b His occupation	0 400	art in 7.	asurancia	, Mordial	Mauftr.
	make oath and	say as follows :			
c If you are in partnership state who with,			and how	die	Jorko
and how trading if manager, di rector, or secre- tary of a com-		ne g y	acs-are		
pany, say so and you are author- ised to prove					
d Debtor's name in full	That the said	Helley Joh	n bleary	was at t	the date of the
11 1011	institution of th	he still proceedings an	nd still is justly and tr	ulv indebted to	ne
		a.			
	P		as the		
f For work done, goods sold or, for morey lent	fort 200	as nota	odeline	red	
etc.	for which said		eof, I say that I have		
	No. of the owner of the second		or my own us		l any manner or
	satisfaction or	security whatsoever s	ave and except the follo		
	DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.
g If you hold bill					
promissory note or cheque fill in the particulars here	1		**		
		./			
h Town	Sworn ath Ho	bare in g	asmania		
i State	/	day of	Cay One	9 Mad	
j Creditor signs	this	ady of	, One j	y yma	anvo
	Thousand Nine	Hundred and The	typeran 1		
			Before me,	le l	
k Magistrate sign:	5			Justi	ce of the Peace.
1 Name of proxy	I appoint ¹			of ^m	
n His occupation	n			my Proxy in th	e above matter.
o Signature of			0		
Creditor	NOTE.—This	affidavit may be swor	n before a Justice of the	e Peace, who mus	t initial every alter-
	ation, but any	alteration in the date	e of swearing declaration	on will render the	e document useless

IN THE BANKRUPTCY COURT

HOBART.

In the matter of proceedings for liquidation by arrangement or composition with Créditors instituted by H. J. CLEARY of DOVER in the State of Tasmania, Storekeeper.

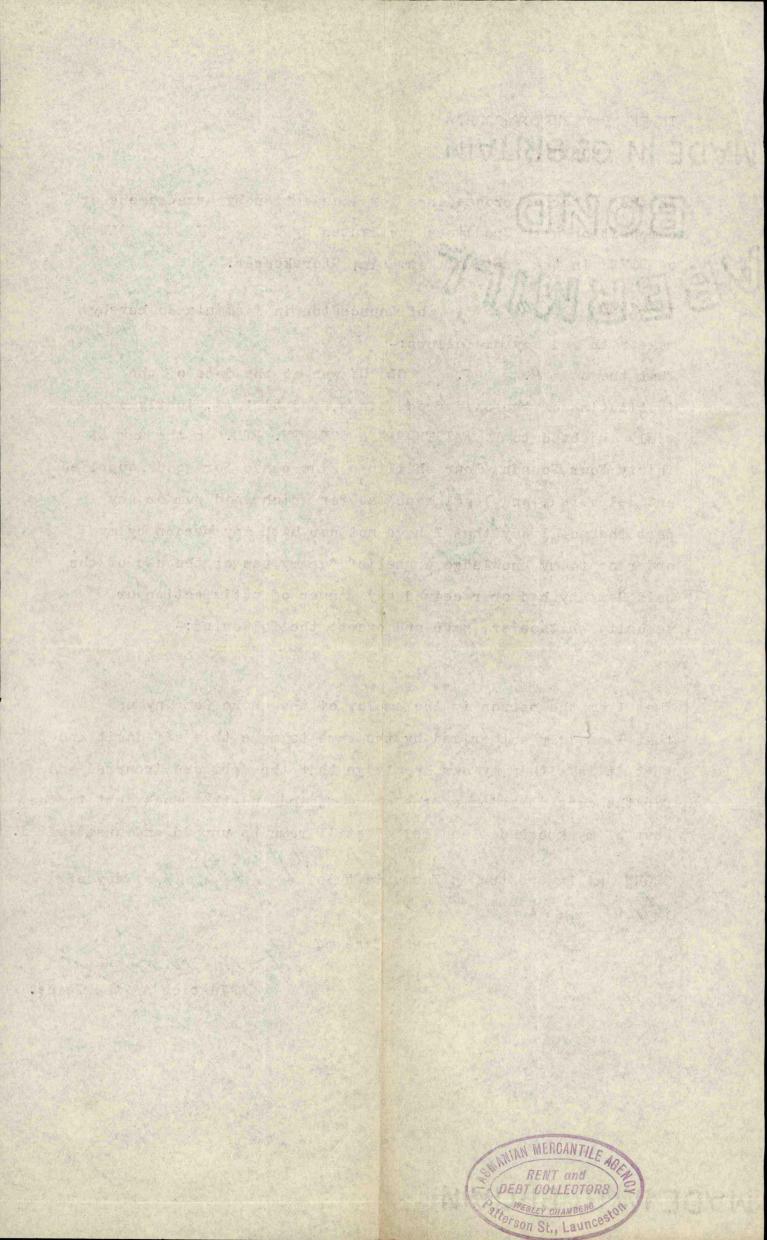
That ky & C. Well of Launceston in Tasmania do hereby make oath and say as follows:-

That the said H. J. CLEARY was at the date of the institution of the said proceedings, and till is, justly and truly indebted to L. FAIRTHORNE & SON PTY. LTD. in the sum of Thirty Four Pounds Four shillings Nine pence for goods supplied and delivered, and legal expenses 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 or the use of the said Company had or received any manner of satisfaction or security whatsoever, save and except the following:-

That I am the person in the employ of the above Company and that I am duly authorised by the same to make this affidavit and that it is within my own knowledge that the debt was incurred and for the consideration of the above stated and that such debt to the best of my knowledge and belief still remains unpaid and unsatisfied.

SWORN at Launce ton in Tasmania this twenty first day of April 19m

Before me Maustronny A Justice of the Peace.



In the Supreme Court of Tasmania. In Bankruptcy.

In the Matter of Proceedingsator Liquidation by Arrangement or Composition with Greditors instituted by

Affidavit in Proof of Debt.

By

For \pounds : :

Orcen R. Tinning. OFFICIAL ASSIGNEE. Manager-Tasmanian Trade Protective Institute. Halsbury Chambers, 158 COLLINS STREET, HOBART.

In	the	Supreme	Court	of	Tasmania.	
		In	Bankruptcy.			
Ι	n the Ma	tter of Proceedings	tor Liquidation	n by Ar	rangement or Composition	

	with C	Creditors instituted by	Healey	John Cle	any of Dan
	in	Pasmani	Stonkey	an	
				ii ii	
				N.	and the second sec
a Name in full of person making declaration	I, Cuil	Francis M	Juor		of
	Horav				
b His occupation					
c If you are in partnership	make oath and say as foll				
state who with, and how trading if manager, di	"That I am mana	you of aus.	halana	. Films	Lux
terv of a com-			the second s		
debt					a data of the
1 Debtor's name in full	That the said ^a		-		
	institution of the said prove \checkmark				•
e Amount in words	in the sum of Jun			5	1) him pen
f For work done, goods sold or, for morey lent etc.	for' for t	ilm bin '	Jones Fran	C. Frank Street	
for mopey lent etc.	for which said sum or an	y part thereof, I say t	hat I have not	, nor hath any	person by my
	order or to my knowledge			d or received a	any manner or
	satisfaction or security w	hatsoever save and exce	ept the following	g :	
	DATE. DRAV	VN. ACCE	PTOR.	AMOUNT.	DUE DATE.
g If you hold bill, promissory note					
or cheque fill in the particulars here					
		*/			
h Town i State	Sworn ath Hoba	t in Yasma	min)		
j Creditor signs	this First day	of Jum	One_{j}	7 mD	vor
	Thousand Nine Hundred an	1/00	-		
	I noușană îvine II anarea an	Before m		0	
k Magistrate signs	在 在1995年1月1日	Dejore m	e, 7	amoi	
1 September				Justice	of the Peace.
l Name of proxy m His residence	I appoint ¹		of ^m	Ducarra :	abarati
n His occupation	n		my	Proxy in the	above matter.
o Signature of Creditor	Nomin mit mit i			oo mb a mad	initial many alter
	NOTE.—This affidavit n ation, but any alteration				
	auton, but any arteration	Sale of the of the office			

In the Supreme Court of Tasmania In Bankruptcy.

In the Matter of Proceedings for Liquidation by Arrangement or Composition with Creditors Instituted by

Affidavit in Proof of Debt.

By

For £ : :

OWEN R. TINNING, OFFICIAL ASSIGNEE, Manager—Tasmanian Trade Protective Institute, Halsbury Chambers, 158 COLLINS STREET, HOBART.

In the Supreme Court of Tasmania.

In Bankruptcy.

In the Matter of Proceedings for Liquidation by Arrangement or Composition

of DOVER in TASMANIA, STOREKEEPER

a	Name in full of person making declaration	I, ^a NORD	MAN GILBERT COLV	IN		of
b	His occupation	HOBAR'	r, in <u>'</u>	TASMANIA	b ACCOUNTÀ	NT
C	state who with, and how trading		nd say as follows :— Accountant for L	. Susman & Co. an	d authorised	to prove debt
a	Debtor's name in full	That the sai	da HEDLEY JOHN	CLEARY	was at	the date of the
		Martin Martin		and still is justly and th		
e	Amount in words	in the sum o	fe THIRTY SEVEN P	OUNDS, THIRTEEN S	HILLINGS, AN	D THREEPENCE.
f	for morey lent	for ⁱ good	s sold and deliv	ered		
	etč.		States of the States of the	reof, I say that I have		
			ny knowledge or belief		States and states in the	ed any manner or
			or security whatsoever	save and except the foll		
		DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.
g	If you hold bill, promissory note or cheque fill in the particulars here					
h	Town State	Sworn at ^h H	obart in ⁱ	Tasmania		
j	Creditor signs	this 1 s	t. day of Ju	neOne	h60	lori.
	·	Thousand Nin	e Hundred and Twen	ty-seven)		
k	Magistrate signs			Before me,	· Solin	
		•			Just	tice of the Feace.
l m	Name of proxy His residence	I appoint ¹			of ^m	
n	His occupation	<u>n</u>			my Proxy in th	he above matter.
0	Signature of Creditor		•	0		
		NOTE.—Th	is affidavit may be swo	rn before a Justice of th	e Peace, who mu	st initial every alter-
		ation, but an	y alteration in the dat	e of swearing declaration	on will render the	e document useless.

In the Supreme Court of Tasmania In Bankruptcy H.J. CLEARY

> In the matter of Proceedings for Liquidation by Arrangements or Composition with Creditors instituted by H. J. Cleary of Dover in the State of Tasmania.

I, Walter Driffield McMinn, Managing Director of W.D. McMinn Pty.Ltd., in the State of Tasmania aforesaid make oath and say as follows:-

That the said H.J. Cleary was at the date of the institution of the said proceedings and still is justly and truly indebted to me in the sum of Ninety four pounds three shillings and sixpence for goods supplied for which sum or any part thereof, I say that I have not nor any person by my order or to my knowledge or belief for my use, had or received any manner of satisfaction or security whatsoever.

SWORN at Hobart in the State of Tasmania this 27. day of May

One thousand nine hundred and twenty seven.

Before me,

W. D. McMINN & CO. Proprietary Limited

H.corbell

In the Supreme Court of Tasmania. In Bankruptcy.

In the Matter of Proceedings for Liquidation by Arrangements or Composition with Greditors instituted by

Hedley John Cleary

Affidavit in Proof of Debt.

By

Medley John Cleary

Tobacconist

John White

For £ 41 : 16 : 1

OFFICIAL ASSIGNEE. Manager-Tasmanian Trade Protective Institute. Halsbury Chambers, 158 COLLINS STREET, HOBART.

In the Supreme Court of Tasmania.

Bankruptcy. In

In the Matter of Proceedings for Liquidation by Arrangement or Composition

with Creditors instituted by _____ Hedley John Cleary ania

storeke	eper	Dover	in	Tasn
---------	------	-------	----	------

		-						
a Name in fu person mal declaration	hof I, Frank A. White		42:05 . 6 . 41H	of				
b His occupa		Tasmania	b Tobacco	mist				
c If you are partner: state who and how trr if manage rector, or s tary of a pany, say se you are an ised to	ship with, ading ^c That I am Manager for Joh secre- com- o and thor-	n White						
debt	name That the said ^d Hedley John Cl	eary	was at	the date of the				
e Amount in words	institution of the said proceedings a in the sum of ^e Forty one poun	Inter a state of the second state of the						
	for which said sum or any part the	r ^t <u>goods sold and delivered</u> r which said sum or any part thereof, I say that I have not, nor hath any person by my der or to my knowledge or belief for my _{own} use, had or received any manner or						
	DATE. DRAWN.	ACCEPTOR,	AMOUNT.	DUE DATE.				
g If you hold promissory or cheque the partic here	y note fill in							
h Town i State j Creditor sig	d: thirteenth day of	Fasmania	Xaghula					
	Thousand Nine Hundred and twenty	/ seven						
k Magistrate		Before me,	hberts-m Just	J.P. ice of the Feace.				
l Name of pr m His reside n His occups o Signature	ation n Official Assignce	3	of ^m Hobart ny Proxy in th WWW	ne above matter.				
Creditor	NOTE.—This affidavit may be swo	rn before a Justice of the	Peace, who mus	st initial <i>every</i> alter				
	ation but any alteration in the dat	A DE TA DECIMAL DE LA CONTRACTÓRIA DE LA CO		THE OWNER WAS ADDRESS OF THE OWNER				

In the Supreme Court of Tasmania

In Bankruptey

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by Healey

John Cleary of Dover in Tasmania Store deepel

Affidavit in Proof of Debt

By Pearce Pearce 36-12.2 For £ (x: 72:x

KadyABraaford 12/1203 Mercury Solicitors

Hobart

In the Supreme Court of Casmania

In Bankruptey

composition with Creditors instituted by fealer four Cleary of Dover in Lasmania Streckeper (a) Creditor's name in full Norman Vearce of^(b) (b) His resi-dence in Tasmania, aforesaid (Troduce Merchant (c) His occupa-Hobar That I carry on business at (d) /lobar apresaid in co-partnership 1. (e) Name in full of partners with (e) arflur learce and Frank Chambers as (1) Nature of business. (g) Firm's name (g) Firm's name (g) Firm's name That the said (h) Stealey John Cleary (h) Debtor's name in full 2. was at the date of the institution of the said proceedings and still is justly and truly (i) Amount in indebted to me and my said co-partner trading as aforesaid in the sup of (i) pounds hoelve shillings and two pence (# 36-12.2 / for the a proquent and execution obtained by my form in ods Supreme Cours of Lasmania 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, or for the use of my said firm had or (1) If you hold received any manner of satisfaction or security whatsoever⁽¹⁾ save and except the sory note, or cheque, fill in the naticulars here; if you have none there are the strike strike DATE. ACCEPTOR. AMOUNT. DATE DUE. DRAWN. "save and except the following" £ d. Sworn at (m) Hobar (m) Town (o) NYS in Varmania this kinth (n) State 192 Before me, (o) Creditor signs. day of April (p) Magistrate signs. (q) Name of proxy(r) His resiof (r) I appoint (9) (s) His occupa- (s) proxy in the above matter for self and co-partner. (t) (t) Signature of Creditor.

In the Matter of proceedings for liquidation by arrangement of

In the Supreme Court of Tasmania In Bankruptcy

In the matter of proceedings for liquidation by arrangement or composition with Creditors instituted by

Affidavit in Proof of Debt

By

For	•	•	
	 and the second sec	A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERTY A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY A REAL PRO	Countral and

In the Supreme Court of Tasmania IN BANKRUPTCY.

IN THE MATTER OF Coffeleory

blande dorgrave of Robert I.

make oath and say as follows :---

That I am duly authorised under the seal of to make the proof of debt on its behalf that the said lofble of y was at the date of the Order of Adjudication and still is justly and truly indekted to the said Company in the sum of Iwelve Shilling rg

for *Freight* fand on good by the said Company, for which said sum, or any part thereof, I say that the said Company hath not, nor hath any person by my order or my knowledge or belief, for the use of the said Company, had or received any manner of satisfaction or security whatsoever.

dobor SWORN at Tasmaina 16 in day of this One thousand nine hundred and Twenty Jeven Before me,

blandedorgravy

Malder

Justice of the Peace.

doth hereby appoint

of Hobart, in Tasmania, as its proxy in this matter.

IN WITNESS WHEREOF the Common Seal of the said Company is hereunto affixed this day of One thousand nine hundred and

THE COMMON SEAL of

was hereunto

affixed in the presence of

26/924

IN THE SUPREME COURT

OF TASMANIA.

In Bankruptcy.

IN THE MATTER OF PROCEEDINGS for Liquidation by Arrangement or Composition with Creditors instituted by

Hedley John Cleary of Dover in Tasmania, storekeeper

I, Harold Bowers Boniwell of Cadbury-Fry-Pascall Pty.Ltd. make oath and say as follows -The said HEDLEY JOHN CLEARY was at the date of the institution of the same proceedings and still is justly and truly indebted to the said Company in the sum of TWO POUNDS, ONE SHILLING -

for goods supplied

TH MOBINA

by the said Company for which said sum or any part thereof I say that the said Company hath not, nor hath any person by my order or my knowledge or belief for the use of the said Company had or received any manner of satisfaction or security whatsoever.

H. B. Boniwell

Sworn at Claremont in Tasmania this . Seventeenth ... day of June...... one thousand nine hundred and twenty-seven.

Before me

Ah & Cening

Justice of the Peace.

In the Supreme Court of Tasmania. In Bankruptcy.

In the Matter of Proceedings tor Liquidation by Arrangement: or Composition with Greditors instituted by

Affidavit in Proof of Debt.

By Aladan Inductive timited

For £ 7 : 10: 6

OFFICIAL ASSIGNEE. Manager—Tasmanian Trade Protective Institute. Halsbury Chambers, 158 COLLINS STREET, HOBART.

In the Supreme Court of Tasmania.

In Bankruptcy.

In the Matter of Proceedings for Liquidation by Arrangement or Composition

with Creditors instituted by HEDTEY JOHN CLEARY

of Dover in Tagmania, Storekeeper

Name in full of person making declaration

REGINALD CLAUDE LAWSON

Sydney in the State of New South Wales, Credit Manager

of

b His occupation

make oath and say as follows :---

state who with, and how trading if manager, di rector, or scoretary of a company, say so and you are authorised to prove debt

a Debtor's name That the saida Hedley John Cleary was at the date of the

incorporated and carrying on business at 49-53 Shepherd Street

"That I am the Credit Manager of Aladdin Industries Ltd. a Company duly

Sydney, and am duly authorised by the said Company to prove this debt.

institution of the said proceedings and still is justly and truly indebted to the said Aladdin Industries Limited

Amount in in the sum of^e Seven pounds ten shillings and six pence.

or work done, for goods sold and delivered to the said Hedley John Cleary on 27th July the said Aladdin Industries Limited 1926 for which said sum or any part thereof, I say that // has not, nor has any person by my-its order or to my knowledge or belief for my its use, had or received any manner or

satisfaction or security whatsoever-save and except the following -

a	DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.
g If you hold bill, promissory note or cheque fill in the particulars here					, P
h Town i State i Creditor signs	this 27	Sydney in ⁱ New day of f ne Hundred and twenty	ine One	, Ka	won!
k Magistrate signs	i ali		k ,	Just	Z , . ice of the Peace.
l Name of proxy m His residence n His occupation	I appoin	t ¹		of ^m my Proxy in tl	ne above matter.
o Signature of Creditor	NOTE	nis affidavit may be swor	n hefere a Justice of the	Peace who mu	st initial every alter-
	ation, but a	any alteration in the date	e of swearing declaratio	n win render th	e uocument useless

No. 31

10/1927.

In the Supreme Court of Tasmania

In Bankruptey

In the matter of Protectings for Liquidation by Arrangement or Composition with Creditors instituted by H.J.CLEARY of Dover in Tasmania Storekeeper

a Bankrupt

AFFIDAVIT FOR PROOF OF DEBT.

In the Supreme Court

of Tasmania.

In Bankruptey.

IN THE MATTER of H. J. CLEARY

of Dever in Tasmania Storekeeper

a Bankrupt

The Famous Lasky Film Service Limited of Launceston in Tasmania

make oath and say

1. That the said H.J.Cleary

was at the date of

the order of adjudication and still is justly and truly indebted to me in the sum of Six pounds ten shillings

for Film hire and printing and postage

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 Launceston in Tasmania by GEORGE MICHAEL NACKED

registered agent of Famous Lasky Film Service Limited.

Justice of the Peace.

I appoint00

R Tinning

of Hobart in Tasmania.

proxy in the above matter

15/946

IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY.

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5. 12.

IN THE MATTER of Proceedings for liquidation by arrangement or composition with Greditors instituted by HELLEY JOHN CLEARY of Dover in Tasmania Storekeeper.

COSTS OF PROCEEDINGS

for Taxation.

IN THE SUPREME COURT OF TASMANIA IN BANKRUPTCY.

N. Ar

14

IN THE MATTER of Proceedings for liquidation by arrangement or composition with Creditors instituted by <u>HEDLEY</u> MOHN CLEARY of Dover in Tasmania Storekeeper.

COSTS OF PROCEEDINGS FOR TAXATION.

1927 Feb.	Instructions for Petition	£1.	-	-	
7.eu.	Drawing and engrossing Petition	N	10.	-	
	Drawing and engrossing Affidavit in Support	N.	3.	4	
	Attending Petitioner obtaining signatures to Petition	1	6.	8	×
6/8	Attending Petitioner when he signed Affidavit and with before a Justice of the Peace when same sworn	him)	6.	8	
1	Attending filing Petition and Affidavit in Support		6.	8	
	Paid filing Petition and Affidavit in Support 2- 4.	•			
	Instructions for assignment to Mr. O. R. Tinning) of moneysnow due or to become due under Fire Policy of Insurance and advising		6.	8	
	Drawing Assignment		5.	-	Maryson
	Attending on Debtor explaining position and) obtaining his signature to Assignment) .		6.	8 -	ertenie
	Letter to Manager South British Insurance Company) notifying him of Assignment and thereon)		5.	-	20-Ma
	Instructions to apply for appointment of Receiver		6.	8	
4/10	Drawing and engrossing Application for appointment	2/8	7.	6	
	Attending Mr. F. W. Heritage when he signed -) Application)		6.	8	
	Drawing and engrossing Affidavit in Support of }		5.	-	
	Attending with Deponent when de deposed to same) before a Justice of the Peace)		6.	8	2.
	Preparing Consent to Act		5.	-	
	Attending Mr. O. R. Tinning when he signed same and		6.	8	-
	Attending stamping and filing papers/for appointment		6.	8	-
	Paid 2/6 on Application and 1/6 on Affidavit 4.	-			
	Attending making Application when Order granted	garie lei ja Veterio j	6.	8	
4/10	Drawing and engrossing Order	2/8	7.	6	
	Attendance for signature and seal		6.	8	×
16/6	Forward 2- 8.	- £7.	8.	4	

Cares								
1 pt	Forward	£-	8.	-	27.	8.	4	
	Copy Order for Receiver				6	2.	6	
	Attending Receiver with Order and -)					6.	8	
	Attendance on Mr. Cane of Blundstone & Son					Π	11	
	Attendance on Mr. Norman Pearce (of Pearce & Pearce, Creditors) when he inquired position informing him and explaining what had been done to secure Creditors					π	17	
18	Long attendance on Mr. F. W. Heritage, of Heritage & Co. the biggst Creditors, discuss- ing his claim and matter generally and - informing him of appointment of Receiver)				6.	8	
	Letter to Secretary Rolfe & Co, in reply to his of 12th inst., and informing him of position	}				n	17	
	Attendance on 8 Creditors informing them that the private meeting of Creditors would not take place	t }				"	**	
	Drawing Request and List of Creditors					5.	-	5
	Engrossing same					2.	6	
18	Attending filing Request					6.	8	>
	paid on Request		2.	6				
5/ -	Drawing and engrossing 16 Notices to - Creditors Attending Clerk of Court checking and sealing	}		16	1.	-	-	
	Notices to 16 Creditors	P				6.	8	
	Attending posting Notices					3.	4	
	Paid postage		2.	-				
	Drawing and engrossing Notice of Meeting					5.	-	
	Copy for insertion in "Gazette"					2.	6	
	Attending with Notice for insertion in -) "Gazette"					3.	4	
	Paid for insertion		10.	-				
	Attending for copy "Gazette" searching) examining and marking					6.	8	and the second
	Attendance on Mr. A.N. Lewis (Insurance Co.'s) Solicitor) with reference to Garnishee -) proceedings by Pearce & Pearce and discussing informed him of existence of the Assignment) to Mr. O.R. Tinning					6.	8	Ser and the second seco
	Attendance on Mr. O.R. Tinning when he called) after having been to Dover, discussing the) affairs in full and receiving instructions to	Sanda B	2.	6		c	8	
Malikanov,	intervene in the Garnishee Proceedings	£1	2.	6	£10.	6.	2	
3 2	Forward	~ .	~.	Ĩ				

10/

- 3 -			
Forward fl. 2. 6 flo.	19.	2	
Attendance on Mr. A.N.Lewis when he called on) behalf of the South British Insurance Co. and) submitted draft notice of defence to Garnishee) proceedings and discussing same at length with) him he said the Garnishee Orders were served) on the l4thminst., one day pripr to filing) Petition and to Assignment to Mr. Tinning)	6.	8	
hearing Garnishee applications and - }	6:	8	9
Long attendance on Mr. O. R. Tinning -) discussing defence to Garnishee proceed-) ings based on inquiries made and advising	6.	8	
Attendance on Mr. O. R. Tinning when he called re book debts, informing him we had not received a list yet and - receiving instructions to write Debtor and to also send back Insurance papers	ő.	8	
as Mr. Tinning could not obtain any	6.	8	
Attendance on Mr. A.N.Lewis when he - explained that the Garnishee ordersnisi had been adjourned sine die at the request of Judgment Creditors Attorneys and he would communicate with as again when day was fixed for hearing	6.	8	? ·
Letter to Debtor with reference to this) matter and pointing out liability on his) part to assist in realisation of estate)	5.	-	L.
Attendance on Mr. O.H. Tinning re book debts when it was decided to advertise publicly that all debts must be paid to him as Receiver as he believed Debtor was receiving payment direct and advising	6.	8	
Letter to Mr. Cleary as to date and time of meeting and that his presence would be necessary	5.	• 7	<
Letter to G.P.O. Hobart in redply to their) letter informing them that Mr. O.R.Tinning had been appointed Received	5.	-	2
Attendance on Mr. O.R. Tinning submitting) and discussing special letter to 13 - Greditors who had not been included in list. of Greditors	6.	-	
Special letter to Greditor not included) in list and circular letter based thereon to 12 others	17.	-	
Letter to Mr. Cleary informing him of - notification and advising that he leave the matter of the Insurance moneys in the hands of the Trustee	5.		**************************************
Attendance for instructions for statement) of affairs	6.	8	19 C 4
Drawing and engrossing Statement of } 1.	-	-	
Powerwa 21 0 6 21 6	0 7	-	

	and the second						
13	. 7 For ward	21.	2.	6 216.	. 8.	10	
18	Attending meeting of Creditors with Clerk when) same adjourned on account of Mr. Cleary's absend		13	14 1.	5.	-	
	Letter to Mr. Cleary that meeting had been -) adjourned until $17/3/27$ on account of his absendand instructing him to be present on that date	30			5.	-	
	Attendance on Representative from D. & W. Murraj when he inquired what had been done last meeting informing him of adjournment and discussing				n	11	100
	Attendance on Mr. O.R. Tinning receiving - instructions to search for lands in name of - Debtor	}			6.	8	
	Attending searching in Lands Titles Office - accordingly	}			6.	8	
	Attendance searching at Registry of Deeds Hobert				6.	8	
	Attendance at Taxes Office Hobart inquiring whether any Lands were in the name of Debtor	}			6.	8	
	Attendance on Mr. O.R. Tinning on receipt of lett from Debtor and also reporting on result of the searches and discussing				6.	8	
	Letter to State Commissioner of Taxes in reply t his of the 10th inst., informing him of the position	3			5.	-	
	Attending Debtor when he signed Statement of - Affairs after going through same with him	}			6.	8	
	Attending meeting of Greditors with Clerk when it was resolved that the affairs of H.J.Cleary be liquidated by arrangement and not in bankraps	} tay		1.	5.	-	
	Attendance on Mr. O.R. Tinning requesting that he send list of Creditors to us as Debtor would be calling on us on Saturday				5.	-	2.
	Drawing and engrossing list of Creditors present	t			5.	-	
	Drawing and engrossing Special Resolution				8.	-	
	Attendance on Creditors obtaining their signator	res			6.	8	2.
	Drawing and engrossing Affidevit verbfying -) resolutions)			6.	8	
	Attending deposing to same				6.	8	
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Attendance on Mr. O.R. Tinning when he instructed us to see Mr. A.N.Lewis and have Garnishee) proceedings finally disposed of and discussing

Attendance on Mr. A.N.Lewis discussing matter) at length when he said it had not yet been) decided whether the Insurance Company would pay and when he agreed to see them and also Mr.) Alan Propating and bring the Garnishee -) proceedings on

Attendance on Mr. Tinning receiving instructions to send the list of Debtors to you to be dealt) with locally and discussing method to be adopted to.obtain admissions of amounts owing and) advising

Attendance on Mr. A.N.Lewis when he said no claim had been admitted by the Insurance Co. owing to the fact that no formal claim had yet been lodged by you and the Company had not been able to get any reply to their letters since the 21st alto., discussing position of matter with him and informing him we would communicate with the Trustee. Mr. Lewis said the Company would do nothing further re the Garnishee proceeding Orders until a claim was admitted

Letter to Mr. O.R. Tinning informing him of the) above and advising

Attendance on Mr. Tinning on receipt by him of) our letter discussing and receiving instructions to write Debtor

Letter to Debtor with reference to the matter and pointing out seriousness of position if Insurance papers were not returned

Attending at Registry Sepreme Court as to -Garnishee proceedings in Pearce & Pearce v. Cleary

Attendance on Mr. O.R. Tinning when he said he) had seen Insurance Company and trouble was that the South British Insurance Company complained that the Notice of Claim sent outo Debtor for) further particulars had not been returned and) he instructed us to write to Mr. Cleary

Letter to Debtor accordingly

Letter to Debtor in reply to his of the 28th inst., and acknowledging contents

Letter to Mr. O.R. Tinning with reference to this matter

Attendance oh Mesara. A.N.Lewis & A.Propating re Garnishee Order re South British Insurance Company fully discussing proceedings when it was decided by Judgment Creditors to abandon same

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