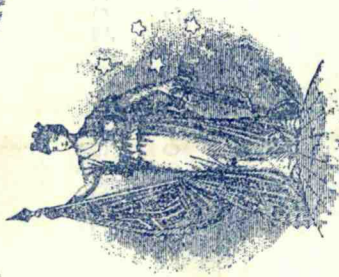


THE
SOUTH BRITISH



Insurance Company, Limited.

FIRE · MARINE · ACCIDENT.

FIRE POLICY

No. 61 / 42259 £ 1,000:0:0

NAME Mr H. J. Cleary,

ON Stock-in-trade of a General Store,

SITUATION Main Road, Dover.

EXPIRES 9th September.
at 4 o'clock in the afternoon.

THE INSURED IS REQUESTED TO READ THE
CONDITIONS OF THIS POLICY

_____ hereby transfer and assign all _____ right,
title, and interest in this Policy to _____

_____ as
_____ and all advantages to be derived therefrom.

Witness _____ hand this _____ day of _____ 192 _____

Witness _____

Approved and entered in the books of the Company

this _____ day of _____ 192 _____

_____ Manager.

Endt. No. _____

_____ hereby transfer and assign all _____ right,
title, and interest in this Policy to _____

_____ as
_____ and all advantages to be derived therefrom.

Witness _____ hand this _____ day of _____ 192 _____

Witness _____

Approved and entered in the books of the Company

this _____ day of _____ 192 _____

_____ Manager.

Endt. No. _____

CONDITIONS AND STIPULATIONS REFERRED TO IN THIS POLICY

1. **Misdescription.**—If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact 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.
- (b) Loss or damage to property occasioned 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 burning 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 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.
- (e) Loss or damage occasioned by invasion, the act of foreign 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.
- (c) Any curiosity or work of art for an amount exceeding £20.
- (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 or damage, is insured by or would, but for the existence of this Policy,

be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

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 or of 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. **Cancellation 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 Policy has been in force. The Insurance may also at any time be terminated 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 repay on demand a ratable proportion of the Premium for the unexpired term from the date of the cancellation.

11. **Occurrence of a Fire.**—On the happening of any loss or damage 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.

13. **Forfeiture.**—If the claim be in any respect fraudulent, or if 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 shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of

the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

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, 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 or after his indemnification by the Company.

16. **Loss Contribution Clause.**—If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting 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 appraisal 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 Company required by these Conditions must be written or printed.

The South British Insurance Company Limited

• FIRE •
• MARINE • ACCIDENT •

CAPITAL £2,000,000

Policy No. 61/42259

SUM INSURED £ 1,000:0:0

PREMIUM £ 12:10:0
Stamp Duty 2:6



Whereas

HEDLEY JOHN CLEARY as Owner

(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.:-

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.

WARRANTY NO.1. - Warranted that no Inflammable Spirit, by whatever name known (such as Petrol, Naptha, Benzine, Gasoline or the like) be kept or used in the building or buildings to which this insurance 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 concrete, without opening and having parapet above the roof or by an open space of at least 10ft, from any brick or 30ft. from any wood or iron building in the occupation or control of the Insured.

Notwithstanding the foregoing warranty, it shall be permissible to keep up to 8 gallons of Inflammable Spirits in sealed bottles for sale purposes only.

Now 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.

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 1925

Examined

AM Woolley

Manager



Policy No. 61/42259

SUM INSURED £ 1,000:0:0

PREMIUM £ 12:10:0
Stamp Duty 2: 6



Whereas HEDLEY JOHN CLEARY as Owner

(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.:-

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 mineral 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.

Now 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.

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 1925

Examined

W. W. Woolley
Manager

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

Copy

A F F I D A V I T

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 HEDLEY JOHN CLEARY 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. }

R. L. RYAN
Bailiff

Before me, John M. Bell J.P.

A Justice of the Peace

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 CLEARY of Dover
In Tasmania Storekeeper.

APPLICATION

for Directions by Trustee.

Filed 16th May 1927
Robt. G. Clarke



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 CLEARY 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
creditor 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 filing 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 filing of the said
Petition destroyed by fire the said stock in trade at the time of
such fire being insured against loss by fire 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.

David R. Tinning

Trustee.

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

L. Sammaal
Registrar

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 CLEARY. 1

O R D E R

on application of Trustee for
directions.

IN THE SUPREME COURT
OF TASMANIA

IN BANKRUPTCY.

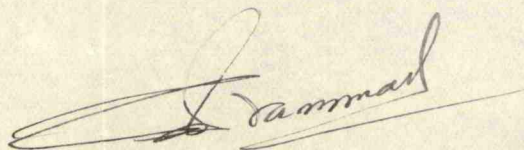
IN THE MATTER of a Special Resolution
for liquidation by arrangement of the affairs
of HEDLEY JOHN CLEARY of Dover in Tasmania
Storekeeper.

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.

NOW UPON HEARING Mr. Charles D'Arcy Cuthbert of Counsel for the
Trustee and Mr. William Edward Masters of Counsel for the Creditor
respondent on the matter IT IS ORDERED that the said Creditor
be entitled to be paid by the Trustee to the extent of one half
of its claim in priority to the other ordinary Creditors 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 to this Order and
the sum of Eight pounds eight shillings to the British Imperial Oil
Company Limited for its costs.

DATED this Twenty sixth day of May One thousand nine hundred and
twenty seven

By the Court.



Registrar.

IN THE BANKRUPTCY COURT.

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

AFFIDAVIT

IN PROOF OF DEBT

BY The Texas Company (A/sia) Limited.

for:- £ 9 : 4 : 8

Admitted

P. S. Smith
Chairman
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:-

That I am duly authorised under the seal of The Texas Company (A/sia)
Limited to make the proof of debt on its behalf that the said

J. 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 NINEpounds.....FOURshillings.....EIGHTpence
for goods supplied 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 to my knowledge or belief, for the use
of the said Company, had or received any manner of satisfaction or
security whatsoever.

S W O R N at Launceston in Tasmania)
this fifteenth day March)
One thousand nine hundred and twenty-)

Oswald Sinnott

Before me,

Henry C. Wheeler

A Justice of the Peace.

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)

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.

PROOF OF DEBT

Admitted
P. W. Wilson
Chairman
17.3.27

PAVEY WILSON & COHEN,
360 Collins Street,
Melbourne.

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, ERNEST HUTCHINSON ROUGHTON 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
amount of a Bankers cheque^{or} 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	AMOUNT			DUE DATE.
			£.	s.	d.	
20th Novr. 1926	H. J. Cleary	The Solo Shoe Company	25	7	4	---

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

Albaster

Ernest H. Roughton

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

In Bankruptcy

In the matter of proceedings for liquidation of the assets of
or composition with creditors of the said

HENRY JOHN O'LEARY

Debtor

TASMANIA

FRANKLIN TRUST BUILDERS

OF THE BRITISH IMPERIAL OIL CO. LTD.

of TASMANIA make oath and say as follows:-

That the said HENRY JOHN O'LEARY

was, at the date of the institution of the said proceedings, and still
is, jointly and severally indebted to the said THE BRITISH IMPERIAL OIL CO.
in the sum of THIRTYTHREE POUNDS TWENTY SHILLINGS AND TWENTY PENCE
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:-

Date	Traverse	Accepted	Amount	Due Date
------	----------	----------	--------	----------

That I am duly authorised under the seal of the said THE BRITISH IMPERIAL
OIL COMPANY to make this receipt 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.

Admitted

J. W. Smith-Jones
Chairman
17.3.27

Before me
A Justice of the Peace
R. R. Macdonald

I, Associate V. A. HUBBARD

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

HEDLEY JOHN CLEARY

DOVER

TASMANIA

I, BRAMWELL EWART SAUNDERS
of THE BRITISH IMPERIAL OIL CO. in HOBART
of 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 the said THE BRITISH IMPERIAL OIL CO.
in the sum of THIRTYTHREE POUNDS TWELVE SHILLINGS AND THREEPENCE.
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 :-

<u>Date</u>	<u>Drawer</u>	<u>Acceptor</u>	<u>Amount</u>	<u>Due Date</u>
-------------	---------------	-----------------	---------------	-----------------

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 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 TWENTYTHIRD
date of FEBRUARY 1927

Before me

R R Martin
A Justice of the Peace

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

In the

**Supreme Court of Tasmania
In Bankruptcy**

*In the matter of proceedings for liquida-
tion by arrangement or composition
with Creditors instituted by*

Affidavit in Proof of Debt

By

For £ : :

*Admitted
D. W. Scitlog
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.

STOREKEEPER. DOVER. IN

TASMANIA.

I, George Alfred Robertson
of HOBART. 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 DAVIES BROS. LTD.

has not nor has any person by THIER order or to my
knowledge or belief for THEIR 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 DAVIES BROS. LTD
and am duly authorised by DAVIESBROS. LTD.

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 at HOBART

in TASMANIA this

28th

day of February 19 27

Before me,

Newham Waterwood

A Justice of the Peace.

I appoint

Tasmanian Collection Service

of

Hobart

my proxy in the above matter.

G. Robertson

Admitted
F. W. L. Wilson
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 by Hedley John Cleary of
Dover in Tasmania Storekeeper.

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 :

Walter E. C. Wise
John A. Brown
J. A.

()
()
()
()
()

Admitted
J. D. Smith
Chairman
17. 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

I, *Colin L. Rickells* of *Hobart* Manufacturers Agent

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 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 their use had or received any manner of satisfaction or security whatsoever.

Sworn at Hobart, this *14th* day of March, 1927

before me
Jude Hamilton
a Justice of the Peace

C. L. Rickells

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 £ : :

Admitted
F. W. Keillor
Chairman
17. 3. 27

In Bankruptcy

Mr. H. J. Cleary

DOVER.

I. (a) Frederick William Heritage

of ^(b) Collins Street. HOBART in Tasmania, ^(c) Merchant

make oath and say as follows :—

That the said ^(d) H.J. Cleary

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

indebted to ^(e) F.W. Heritage & Co Pty Ltd. Collins St.HOBART

in the sum of ^(f) Sixteen Hundred and eleven pounds five shillings and 11d

for ^(g) Goods Sold

for which said sum, or any part thereof, I say that the said ^(h) **Firm**

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, (i) save and except the following:

MANAGING DIRECTOR OF MESSRS.F.W. HERITAGE & CO PTY LTD

That I am ~~a person in the employ of~~

and am duly authorised by **them**

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 at ⁽¹⁾ HOBART

in ^(m) TASMANIA this 10th

day of **March** 192 7.

Before me,

(c)

A Justice of the Peace.

I appoint ^(p)

 $Of^{(r)}$

my proxy in the above matter.

In the Supreme Court of Tasmania,
IN BANKRUPTCY

In the Matter of Proceedings for
Liquidation by Arrangement or Composi-
tion with Creditors instituted by _____

Affidavit in Proof of Debt.

By _____

For £ : :

Admitted
J. W. [Signature]
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, MONTAGUE COX SYMONS, 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 SEVENHUNDRED AND SEVENTYTHREE POUNDS, SEVENTEEN SHILLINGS &
THREE PENCE
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	AMOUNT			DUE DATE
			£	s.	d.	
Nil						

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.

Sworn at Launceston

in Tasmania this Twenty fifth
day of February 1927.

Before me,

A. E. W. Jett
A Justice of the Peace.

I appoint

of Robert
my proxy in the above matter.

in

Trust
M. H. Symons

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 £ : :

Admitted
F. J. Keir
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, *Frank Byron Cane* of *Hobart* in
Tasmania make oath and say as follows:—

That I am duly authorised under the seal of *Blundstone Pty Ltd*
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
£189/16/7 the said Company in the sum of *one hundred & eighty nine pounds*
sixteen shillings & seven pence 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 *Hobart*
in *Tasmania*
this *eight* day of
One thousand
nine hundred and *twenty seven*

F. Byron Cane

Before me,

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 *eight* day of *March* One thousand nine
hundred and *twenty seven*

THE COMMON SEAL of

Blundstone was hereunto
affixed in the presence of

F. Byron Cane

Admitted
F. W. Heintz
Chairman
17. 3. 27

IN BANKRUPTCY

I, FREDERICK EDWARD COTTON of Hobart in Tasmania

Make oath and say as follows-

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 in Tasmania
this 10th day of March 1927 before
me William D. Freagar,
I appoint J.P.

I appoint

my proxy in the above matter

E. Coetons

in partnership name)

In the

**Supreme Court of Tasmania
In Bankruptcy**

*In the matter of proceedings for liquida-
tion by arrangement or composition
with Creditors instituted by*

Affidavit in Proof of Debt

By

For £ : :

*Admitted
D. A. Seifert
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.....

H. J. Cleary
Storekeeper
Dover

I, Charles John Wilmut VACUUM OIL CO. PROPY. LTD.
of Hobart in Tasmania Company Manager
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 VACUUM OIL CO. PROPY. LTD.
in the sum of Forty nine Pounds Eighteen Shillings & 3 (49-18-3)
for Goods Supplied
for which said sum, or any part thereof, I say that the said VACUUM 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 VACUUM OIL CO. PROPY. LTD.
and am duly authorised by VACUUM OIL CO. PROPY. LTD.
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 at Hobart
in Tasmania this Seventeenth
day of March 1927.

Before me,

Oswald P. Morris
A Justice of the Peace.

I appoint B. T. Brewster.

of Vacuum Oil Co. Pty. Ltd.
my proxy in the above matter. C. J. Wilmut

Admitted
F. W. Heilger
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, *William Joseph Mangan* _____ of

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

That I am *Acting Secretary* _____ 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 & 5* _____
for *goods 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
	<i>Cheque dated 14 January 1927 for £ 18. 7. 0 dishonored</i>			

Sworn at Hobart, in Tasmania, this

Eight day of *March*

One thousand nine hundred and *twenty*
seven

Before me,

W. J. Mangan

William
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

**In the Supreme Court
of Tasmania**

In Bankruptcy

In the Matter of

AFFIDAVIT IN PROOF OF DEBT

Admitted
F. W. Seligson
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 Healey John Cleary.

I, Cyril Goodrick
of Dover in Tasmania
of 5 Pine St. Hobart in Tasmania

make oath and say as follows:

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 Six pounds Eleven shillings
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
	nil			

Sworn at

Hobart.

C. Goodrick

This ninth day of March 1927.

W. Williams J.P.

I appoint

of

my proxy in the above matter

RECEIVED JOHN QUINCY HOOVER IN PENNSYLVANIA

RECEIVED JOHN QUINCY HOOVER

ONE HUNDRED AND TWENTY FIVE DOLLARS AND THIRTY SHILLINGS

111

RECEIVED

1927

RECEIVED

Admitted
F. W. Steing
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. PTY. LTD., 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 W. & G. GENDERS PTY. LTD. in the sum of ONE HUNDRED AND THIRTY FIVE POUNDS SIXTEEN SHILLINGS ----- 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 W. & G. GENDERS PTY. 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 authorized under the Seal, of W. & G. GENDERS 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

1926/7

Before me

Arthur Gilbert Genders

Stanley James

A Justice of the Peace.

I appoint CYRIL CLARE GOODRICK

of Hobart in TASMANIA

my proxy in the above matter.

Arthur Gilbert Genders

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.
in the sum of SIX POUNDS TWELVE SHILLINGS
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

day of FEBRUARY 1924/7

Before me

Elberaupford

A Justice of the Peace.

I appoint CYRIL CLARE GOODRICK

of HOBART in TASMANIA

my proxy in the above matter.

Claude Ernest Weymouth James

In the matter of proceedings for liquidation by arrange-
ment or composition with creditors instituted
against the said company.

I Charles Neville Hope Secretary of Brownell's Limited of Hobart

make oath and say as follows:-

That I am duly authorised under the seal of Brownell's Limited

to make the proof of debt on its behalf that the said company

was at the date of the order of adjudication

and still is justly and truly indebted to the said company in

the sum of

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 day of

One thousand nine hundred and twenty

Before me

Justice of the Peace.

Brownell's Limited do hereby appoint

of 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

Admitted
W. H. H. H.
Chairman
17. 3. 27

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-----Hedley-----
---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-----eleven pounds seven and sixpence-----
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

Spencer Fensholt DIRECTOR
William A. Hall DIRECTOR
Chas. N. Hope SECRETARY

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

Box 395 C.
HEAD OFFICE & DISTRIBUTING STORE:

Telephones: Central 8687
(3 lines)

Riverside Avenue,

Melbourne, 3rd. March, 1927.

M r. H. J. Cleary,
Storekeeper,

DOVER TAS.

Dr. to A. W. ALLEN LIMITED

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.

Legal Costs

£15: 8: 8

3: 0

1: 2: 0

£16: 13: 8

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.

Admitted

J. O. Keatinge
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.

STOREKEEPER DOVER. IN TASMANIA

I, Herbert Marshall.
of Gordon Vale in Tasmania Victoria
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 A.W.ALLEN LTD. MELBOURNE.
in the sum of SIXTEEN POUNDS THIRTEEN SHILLINGS AND EIGHTPENCE
for GOODS SOLD AND DELIVERED AND LEGAL COSTS.
for which said sum, or any part thereof, I say that the said A.W.ALLEN LTD.
.....has not nor has any person by THEIR order or to my
knowledge or belief for THEIR 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 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.

Sworn at, Melbourne }
in Victoria this Third } H. Marshall.
day of March 19 27.

Before me

J. M. Duade JP
A Justice of the Peace.

I appoint G. Park

Clerk

of

Hobart

my proxy in the above matter.

H. Marshall

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 £ : :

Admitted
F. W. Hailson
Chairman
17. 3. 27

Owen R. Tinning.

OFFICIAL ASSIGNEE.

Manager—Tasmanian Trade Protective Institute.

Halsbury Chambers,

158 COLLINS STREET, HOBART.

In Bankruptcy.

with Creditors instituted by H. J. CLEARY.

I, ^a Maxwell Gordon Butcher of

Hobart

in Tasmania

b. General Manager

b His occupation

make oath and say as follows :—

c If you are in partnership state who with, and how trading if manager, director, or secretary of a company, say so and you are authorised to prove debt

That I am General Manager of C.D. HAYWOOD PROPRIETARY LIMITED
and authorized to prove debts.

d Debtor's name
in full

That the said^d H. J. CLEARY. was at the date of the

institution of the said proceedings and still is justly and truly indebted to C. D. Haywood

e Amount in words

in the sum of ELEVEN POUNDS NINETEEN SHILLINGS AND THREEPENCE

f For work done,
goods sold or,
for money lent
etc.

for^t 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 Firm's use, had or received any manner or satisfaction or security whatsoever save and except the following :

[illegible]

h Town i State

Sworn at^h Hobart inⁱ Tasmania

j Creditor signs

this 14th day of March One

Thousand Nine Hundred and Twenty-Six

k Magistrate signs

Before me,

Justice of the Peace.

1 Name of proxy
m His residence

I appoint O. R. Tinning

of^m Hobart

m His residence

n Official Assignee

my Proxy in the above matter.

n His occupation

o Signature of Creditor

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

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 £ : :

Admitted
D. W. Kerlap -
Chairman
17. 3. 27

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

with Creditors instituted by HEDLEY JOHN CLEARY of Dover

in Tasmania Storekeeper

a Name in full of person making declaration

I, ^a Charles R. Rex of

Hobart

in Tasmania

b Ship chandler

b His occupation

make oath and say as follows:—

c If you are in partnership state who with, and how trading if manager, director, or secretary of a company, say so and you are authorised to prove debt

That I am ^c partner in the firm of R.R. Rex & son

d Debtor's name in full

That the said ^d H. J. Cleary was at the date of the

institution of the said proceedings and still is justly and truly indebted to my firm

e Amount in words

in the sum of Three pounds ten shillings

f For work done, goods sold or, for money lent etc.

for Goods sold & 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 firm's use, had or received any manner or satisfaction or security whatsoever save and except the following:

DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.

g If you hold bill, promissory note or cheque fill in the particulars here

h Town
i State

Sworn at ^h Hobart in ⁱ Tasmania

j Creditor signs

this 10 day of March One thousand Nine Hundred and twenty seven

k Magistrate signs

Before me,

k

Justice of the Peace.

l Name of proxy
m His residence
n His occupation

I appoint ^l OR Yinning of ^m

my Proxy in the above matter.

o Signature of Creditor

o

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

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,
Storekeeper.

AFFIDAVIT IN PROOF OF

£14-15-0

DEBT due to

CHARLES DAVIS LIMITED

Admitted

Meeting
10/3/27

see

J. W. King

Chairman

17. 3. 27

Messrs Murdoch Culbert & Co
Store Buildings

IN THE SUPREME COURT OF TASMANIA
In Bankruptcy.

IN THE MATTER OF proceedings for Liquidation
by arrangement or composition with Creditors instituted
by Hedley Solus Cleary of Dover in Tasmania and keeper
I, Robert Thomas White — of Hobart, Tasmania, Secretary
of CHARLES DAVIS LIMITED a Company carrying on business at
Hobart aforesaid as Ironmongers and Hardware Merchants make
oath and say as follows:

(1) THAT I am duly authorised under the seal of CHARLES
DAVIS LIMITED to make the proof of debt on its behalf.

(2) THAT the said Henry Solus Cleary 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 Fourteen pounds fifteen for goods sold & delivered
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
------	--------	----------	--------	----------

(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 — Ninth — day of
March One Thousand Nine Hundred & Twenty seven.

BEFORE ME

R. D. Palmer
A Justice 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

Admitted

OFFICE OF THE JUDGE.

BOYLE MC

FROM THE RECORDS OF THE
BUREAU OF THE CENSUS

80941.

SW2 SN LOTFOM:-

1. G. BROWN, OF NEWBURY, IN DEEDS, OF E. G. BROWN & CO., MAKE COPY AND

H·I·C·E·V·B·T

1957

an enhancement of composition with electrodes
in the matter of proceeding for production

THE UNIVERSITY OF CHICAGO

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

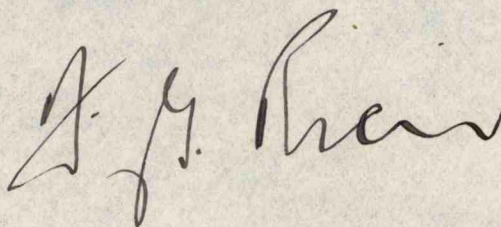
I, F.G. Rich, of Hobart, in Tasmania, of F.G. RICH & CO., make oath and
say as follows:-

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 what-
soever.

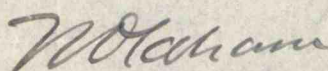
That I am duly authorised by F.G. RICH & CO. to make this
Proof of Debt on their behalf, and that it is within my own knowledge
that the above debt was incurred, and for the consideration stated.

Sworn at Hobart, in Tasmania,

this ¹² day of March, 1927



Before me,



Justice 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 £ : :

*Admitted
F. O. Kenilage
Chairman
17. 3. 27*

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

with Creditors instituted by Hedley John Cleary of Dover

in Tasmania Storekeeper

a Name in full of person making declaration

I, A J Gibson of

b His occupation

Hobart in Tasmania b. Warehouseman

c If you are in partnership state who with, and how trading if manager, director, or secretary of a company, say so and you are authorised to prove debt

make oath and say as follows:—

That I am Managing Director of A. J. Gibson Pty. Ltd.

d Debtor's name in full

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 A. J. Gibson Pty. Ltd.

e Amount in words

in the sum of fifty nine pounds seventeen shillings & nine pence

f For work done, goods sold or, for money lent etc.

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 said Coy. used, had or received any manner or satisfaction or security whatsoever save and except the following :

DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.

g If you hold bill, promissory note or cheque fill in the particulars here

h Town
i State

Sworn at Hobart in Tasmania

j Creditor signs

this fifth day of February One

Thousand Nine Hundred and twenty seven

Before me,

k Magistrate signs

k

Justice of the Peace.

l Name of proxy
m His residence

I appoint OR Training

of^m

n His occupation

my Proxy in the above matter.

o Signature of Creditor

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

In the Supreme Court of Tasmania

In Bankruptcy.

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.

MURDOCH CUTHBERT & CLARKE

In the Supreme Court of Tasmania,

In Bankruptcy.

In the matter of proceedings for liquidation by arrangements or composition with
Creditors 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 48

	£	s.	d.		£	s.	d.
Unsecured Creditors as per list (A).....	3085	11	8	Stock-in-trade at Dover destroyed by fire £1000			
				4 Bags Sugar 4			
Creditors fully secured as per list (B).....				Estimated at.....	1004	-	-
Less estimated value of securities.....							
Surplus to contra.....	nil			Book debts about £222, estimated to produce.....	50	-	-
Creditors partly secured as per list (C).....				Cash in hand.....	5.	-	-
Estimated value of securities.....	nil						
				Bills of Exchange or other similar securities, estimated to produce			
Other liabilities, as per list (D).....	nil			Furniture, fixtures, and fittings at			
				estimated to produce.....			
Creditors for rent and wages, as per list (E).....	nil						
				Property, as per list (G).....	50	-	-
Liabilities on bills discounted, as per list (F) £.....	nil						
				Surplus from securities in the hands of Creditors fully secured, see contra			
Of which it is expected will rank against the Estate for dividend....	nil						
Total debts.....	£ 3085	11	8	Total assets.....	£ 11 09	-	-

H. J. Cleary.

A.

LIST OF CREDITORS.

Name.	Address.	Amount of Debt.		
		£	s.	d.
F.W.Heritage & Co. Pty. Ltd.	Collins Street, Hobart.	1610	-	-
D. & W. Murray Limited	Murray Street, Hobart.	773	17	3
Blundstone Pty. Limited	Campbell Street, Hobart.	189	16	7
P. O. Fysh & Company	Collins Street, Hobart.	92	4	6
W. & G. Genders	Liverpool Street, Hobart.	89	2	11
John White	Liverpool Street, Hobart.	70	9	10
Rolfe & Company Limited	300 King Street, Melbourne.	55	6	6
Pearce & Pearce	Murray Street, Hobart.	37	7	3
L.Fairthorne & Son Pty. Ltd.	Launceston.	32	2	3
L. Susman & Company	Murray Street, Hobart.	31	8	9
British Imperial Oil Co. Ltd.	Hobart.	28	6	3
Solo Shoe Company	Melbourne.	25	7	4
Charles Davis Limited	Elizabeth Street, Hobart.	17	7	7
A. W. Allen	Riverside Avenue, Melbourne.	15	11	8
Lamson Paragon Limited	86 Collins Street, Hobart.	9	12	6
Aladdin Industries Limited.	49-53 Shepherd Street, Sydney.	7	10	6
		£	3085	11 8

H. J. Cleary.

B.

LIST OF CREDITORS FULLY SECURED.

Name of Creditor.	Address.	Estimated Value of Security.			Amount of Debt.		
		£	s.	d.	£	s.	d.
	N I L						
Total estimated value of securities.....£							
Total amount of debts of creditors holding security... ..£							

H. J. Cleary

LIABILITIES.

H. J. Cleary.

CREDITORS FOR RENT AND WAGES.

H. J. Cleary.

LIABILITY ON BILLS DISCOUNTED BY BANKRUPT.

G.
PROPERTY.

Full Statement of Nature of property.	Estimated to Produce.		
	£	s.	d.
Estimated surplus for value of motor-car repossessed	50	-	-
Total.....	£ 50	-	-

H. J. Cleary.

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

List of Creditors assembled to
be used at every Meeting.

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

MEETING held at

Hobart

this

Seventeenth

day of

March

, 192.7

No. of Assents of Creditors.	Number.	Names of Creditors present or assembled.	Amount of Assent.			Amount of Proof.		
1	1	F. W. Heritage and Company Proprietary Limited, Collins Street, Hobart	1611	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	1	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. Welch 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 Number of Assents.						
		Totals.....£	2950	10	7	2950	10	7

10/04

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. GILKIN

DOVER

TASMANIA

BRAHMAN ELLIOTT & SONS

of THE BRITISH IMPERIAL OIL CO. LTD. in HOBART

of TASMANIA make each and every as follows:-

That the said H. J. GILKIN

was, at the date of the institution of the said proceedings, and still is justly and truly indebted to the said THE BRITISH IMPERIAL OIL CO. in the sum of Twenty pounds Three shillings and six pence

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. LTD. 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 THE BRITISH IMPERIAL OIL CO. to make this proof of Debt on their behalf and also to appoint a proxy in liquidation or Bankruptcy, and in 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 1937

before me
A Justice of the Peace.

I appoint V. A. HUBBARD

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 THE BRITISH IMPERIAL OIL CO. in the sum of Twenty pounds Three shillings and six pence 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. LTD. had or received any manner of satisfaction or security whatsoever, save and except the following :-

<u>Date</u>	<u>Drawer</u>	<u>Acceptor</u>	<u>Amount</u>	<u>Due Date</u>
-------------	---------------	-----------------	---------------	-----------------

That I am duly authorised under the seal of THE BRITISH IMPERIAL OIL CO. 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 Eric Hanson
A Justice of the Peace.

I appoint V. A. RUBENACH

My proxy in the above matter.

Hedley John Cleary
W/O 10.

15th Feb 27

In the Supreme Court of Tasmania

Ex parte

In the matter of the application of the
Hedley John Cleary for a writ of Habeas Corpus

of the Court of the said Court

H. H. H. H.

That the said Court of the said Court

Under the seal of the said Court

On the 15th day of February 1927

At the Court of the said Court

In the presence of the said Court

(Signed) (Seal)

By the said Court of the said Court

That the said Court of the said Court

At the Court of the said Court

By the said Court of the said Court

That the said Court of the said Court

Under the seal of the said Court

On the 15th day of February 1927

At the Court of the said Court

In the presence of the said Court

(Signed) (Seal)

By the said Court of the said Court

That the said Court of the said Court

Under the seal of the said Court

On the 15th day of February 1927

At the Court of the said Court

In the presence of the said Court

(Signed) (Seal)

By the said Court of the said Court

That the said Court of the said Court

Under the seal of the said Court

On the 15th day of February 1927

At the Court of the said Court

In the presence of the said Court

(Signed) (Seal)

By the said Court of the said Court

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)

I, H. H. Hanton.

of Hobart in Tasmania

Make oath and say as follows:-

That I am duly authorised under the seal of F. & F. S. Hanton Pty
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
security whatsoever.

Sworn at Hobart

in Tasmania this
day of July

Sixth

One thousand nine hundred and twenty eight.

Before me

H. H. Hanton Sec
C. H. Hanton
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

No 10
In the Supreme Court of Tasmania.
In Bankruptcy.

15th February 1927

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

Hedley John Bleary

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

with Creditors instituted by Hedley John Cleary of Dover

in Tasmania storekeeper

a Name in full of person making declaration

I, W T Nettlefold of

b His occupation

Hobart in Tasmania b

make oath and say as follows:—

c If you are in partnership state who with, and how trading if manager, director, or secretary of a company, say so and you are authorised to prove debt

That I am trading as Nettlefold's sports depot

d Debtor's name in full

That the said^d Hedley John Cleary was at the date of the

institution of the said proceedings and still is justly and truly indebted to my firm

e Amount in words

in the sum of^e One pound

f For work done, goods sold or, for money lent etc.

for^f goods sold

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 firm's use, had or received any manner or satisfaction or security whatsoever save and except the following :

DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.

g If you hold bill, promissory note or cheque fill in the particulars here

h Town
i State

Sworn at^h Hobart inⁱ Tasmania

j Creditor signs

this nine tenth day of November One^j

Thousand Nine Hundred and twenty-seven

k Magistrate signs

Before me,

k

C. Mulling

Justice of the Peace.

l Name of proxy
m His residence

I appoint^l _____ of^m

n His occupation

_____ my Proxy in the above matter.

o Signature of Creditor

o

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

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

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

Filed 21/3/27
AB
MA



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 LEONARD SCHMIDT
of Hobart in Tasmania Law Clerk

make oath and say

as follows :—

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 One thousand nine hundred and twenty seven

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

Sworn at **Hobart** in Tasmania,

this **twenty first** day of **March** one
thousand nine hundred and **twenty seven**

Before me,

W. H. Schmitt
A. Justice of the Peace

H. L. Schmitt

In the Supreme Court of Tasmania

In Bankruptcy

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

SPECIAL RESOLUTION

Registered 21/3/27
H. B. G.
P. H. G.

10

MURDOCH GUTHBERT & CLARKE



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

WE, 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 ~~1927~~, in accordance with the provisions of the said Act, do hereby resolve as follows:—

- (1.) That the affairs of the said *Hedley John Cleary* shall be liquidated by arrangement and not in bankruptcy.
- (2.) That *Owen Richmond Tinning of Hobart* be and he is hereby appointed trustee.
- (3.) That *Frederick William Heritage and Montague Cox Symmons*
be and they are hereby appointed a committee of inspection.
- (4.) That *Murdoch Cameron & Clarke Solicitors' Hobart* be entrusted with the registration of this special resolution.

F. O. Heritage
Chairman.

F. O. Heritage of Prop. L.
F. O. Heritage Director.

Dr. Munnice
Mr. T. Symmons
Attys.

P.O. Symonds & Co. (Prop.) Ltd.
Directors
Local mgt.

PP. Blundstone Pty Ltd
J. Byronbaird
Director

Vacuum Oil Co. Pty. Ltd.

PP. W. Brewster
Asst. mgt.

Ed. Raymond Prop. Ltd by their Proxy R. O. Tinning
R. O. Tinning
J. Walsh & Sons Pty Ltd
by J. Morgan
Lythen Proxy R. O. Tinning

W. G. Gomersall
by their proxy
Goodrich

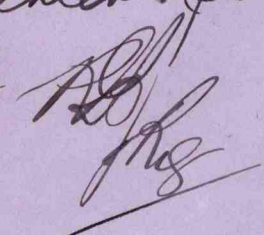
A. J. Allen Esq. by its proxy R. O. Tinning

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*

Request with List of Creditors

*Notices sent & posted.
22/2/27. *



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

To the Registrar.

I REQUEST that the notices of the General Meeting on the Tenth day of March 1927, herewith delivered to you, duly addressed and stamped for post, may be sent to the under-scheduled creditors.

Dated this Twenty second day of February 1927

Hedley John Cleary

by *Howard Bull & Clarke*

His Attorneys.

No.	Names of Creditors or Firms of Creditors.	Addresses.	Estimated Amount of Debt.		
1	F. W. Heritage & Company Pty. Limited.	Collins Street, Hobart	1610	0	0
2	D. & W. Murray Limited	Murray Street, Hobart	773	17	3
3	Blundstone Pty. Limited	Campbell Street, Hobart	189	16	7
4	P. O. Fysh & Company	Collins Street, Hobart	92	4	6
5	W. & G. Genders	Liverpool Street, Hobart	89	2	11
6	John White	Liverpool Street, Hobart	70	9	10
7	Rolfe & Company Limited	300 King Street, Melbourne	55	6	6
8	Pearce & Pearce	Produce Merchants, Hobart	37	7	3
9	L. Fairthorne & Son Pty. Limited	Launceston	32	2	3
10	L. Susman & Company	Murray Street, Hobart	31	8	9
11	British Imperial Oil Company Limited	Hobart	28	6	3
12	Solo Shoe Company	Melbourne	25.	7.	4
13	Charles Davis Limited	Elizabeth Street, Hobart	17	7	7
14	A. W. Allen	Riverside Avenue, Melbourne	15	11	8
15	Lamson Paragon Limited	86 Collins Street, Hobart	9	12	6
16	Aladdin Industries Limited	49-53 Shepherd Street, Sydney	7	10	6



25/4070

£3085 11 8

IN THE SUPREME COURT
OF TASMANIA
IN BANKRUPTCY.

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

C O N S E N T

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 OWEN RICHMOND TINNING 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.

Owen Richmond Tinning

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.

ORDER
Appointing Receiver.

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.

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 Creditors of the above named Hedley
John Cleary and the Affidavit therein referred to IT IS ORDERED
that Owen Richmond Tinning of Hobart aforesaid Official Assignee
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.

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

By the Court

A. D. Bingham
Deputy Registrar.

IN THE SUPREME COURT
OF TASMANIA
IN BANKRUPTCY.

IN THE MATTER OF THE ESTATE OF

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 the undersigned FREDERICK WILLIAM HERITAGE of Robert
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
-- APPLICATION --
and Hedley John Cleary and that such Receiver
for appointment to take possession thereof.
Affidavits in support annexed.

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

Filed 16/2/27
ALH
PR

MURDOCH CUTHBERT & CLARKE.

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

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.

But
Foot note
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. W. Heritage & Company Pty Ltd., in the sum of One thousand
five hundred pounds 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)
the *twelfth* day of February One
thousand nine hundred and twenty
seven

Before me

[Signature]

A Justice of the Peace.

[Signature]



16

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 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.

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

F. W. Heritage



In the Supreme Court of Tasmania

In Bankruptcy.

11010

1927

In the matter of the Petition of HEDLEY

JOHN CLEARY of Dover
Storekeeper

Petitions under Sections 112, 113.

Filed 15th Feb 1927 at
3.53 pm. *AB*
gk

MURDOCH GUTHBERT & CLARKE

In the Supreme Court
of Tasmania.



This is the Petition referred to in
the annexed Affidavit of HEDLEY JOHN
Cleary Sworn before me this 15th
day of February 1927

William Wakeford

A Justice of the Peace.

In Bankruptcy.

The humble petition of HEDLEY JOHN CLEARY

of Dover in Tasmania Storekeeper

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. J. Cleary.

Signed by the Petitioner HEDLEY JOHN CLEARY

on the Fifteenth day of February 1927

in the presence of



C. D. Grey, Counsel

*Attorney
135 Macquarie St.
Hobart*

In the Supreme Court of Tasmania

In Bankruptcy.

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

Affidavit in support of petition

of
Filed 15/2/27
Atty
for

MURDOCH CUTHBERT & CLARKE

Solicitors for the Petitioner.

116

In the Supreme Court }
of Tasmania }



In Bankruptcy.

I, HEDLEY JOHN 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 15th day of
February One thousand
nine hundred and twenty
seven

H. J. Cleary.

Before me,

William 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.



X *C. D. Carey, Esq.*

Attorney in the matter of the petition

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
(£20.1.3d) 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

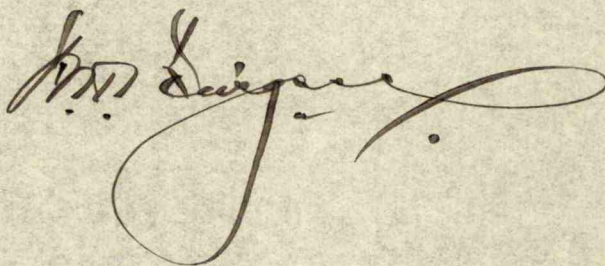
24 day of February

One thousand nine hundred and
twentyseven.

Before me,



A JUSTICE OF THE PEACE.



In the Bankruptcy Court,
Launceston.

In the Matter of proceedings for liquidation by arrangement or composition

with Creditors instituted by Wesley John Cleary
of Dover in Tasmania
Storekeeper.

I, William Robert Rolph
of Launceston, in Tasmania, Director of W. R. ROLPH & SONS Pty. Ltd., make
oath and say as follows:—

That the said Wesley 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 Two pounds thirteen
shillings one penny for Newspapers sold & 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
			£	s.	d.	
<div></div>						

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.

SWORN at Launceston, in Tasmania,

this 11th day of May 192

} W. R. Rolph

Before me:

Peter P. Pike

A Justice of the Peace.

I appoint _____

of _____ in _____

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 :-

THAT 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.

SWORN at Hobart aforesaid

this ^{16th} day of

May. One thousand nine

hundred and twentyseven

T. A. Bumford

Before me

C. M. King

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, Pty., Ltd.,
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 thereof 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.

Sworn at Hobart in Tasmania this

24th day of Feb 1927 }

Andrew Mather

Before me

W. Courtney Pratt

A justice 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

H. J. Cleary
Dover

Store keeper

Affidavit in Proof of Debt

By Barnett Bros Pty Ltd

For £ 23 : 5 : 11

12
{ In the Supreme Court
of Tasmania
IN BANKRUPTCY.

IN THE MATTER OF *Proceedings for liquidation*
by composition with creditors
instituted by H. J. Cleary of Dover.

I, *Herbert Stanley Barnett* of *Hobart*.

make oath and say as follows:—

That I am duly authorised under the seal of *Barnett Bros Pty Ltd*
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 *Twenty three pounds five shillings*
9 elevenpence 5d 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.

W.O. H.B.
SWORN at *Hobart*
in *Tasmania*
this *11th* day of *April*
March One thousand
nine hundred and *twenty seven*

H. S. Barnett

Before me,

W. H. H. H.

Justice of the Peace.

doth hereby appoint
of Hobart, in Tasmania, as its proxy in this matter.

W.O. H.B.
IN WITNESS WHEREOF the Common Seal of the said Company is hereunto affixed
this *11th* day of *April*
March One thousand nine
hundred and *twenty seven*

THE COMMON SEAL of
Barnett Bros Pty Ltd was hereunto
affixed in the presence of

H. S. Barnett
J. J. Sinclair
Director



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

AFFIDAVIT IN PROOF OF DEBT.

CLERK WALKER STOPS & STEPHENS

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, RECAMIE RAPP
of Dover in Tasmania Married Woman -

make oath and say as follows:

The said Hedley 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 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^r 1927

Before me

Rita Rapp

A Justice of the Peace

I appoint WILLIAM JOSHUA TILLEY STOPS

of Hobart, Solicitor my proxy in the above matter

Recamie Rapp

In the Supreme Court of Tasmania

In Bankruptcy

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 Cramp* of *Hobart*
In Tasmania make oath and say as follows:—

That I am duly authorised under the seal of **CRAMP BROS. PTY. LTD.**
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 *Five Pounds four shillings*
and Six Pence for *Repairs to motor car*
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 *14th* day of *May*
One thousand
nine hundred and *Twenty Seven*

Before me,

J. P. Haughton
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



George Cramp

In the Supreme Court of Tasmania

In Bankruptcy

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

Paul Ross *R. F. Cleary*
Stanley *Dover*
Tasmania

Affidavit in Proof of Debt

By *Polpe & Coys Ltd*
Melbourne

For £58:8:6

In the Supreme Court
of Tasmania
IN BANKRUPTCY.

IN THE MATTER OF *Hedley John Cleary*
Dover, Tasmania
Storekeeper

I *John William Douglas Hibet* of *300 King Street Melbourne*
Victoria, Secretary make oath and say as follows:—

That I am duly authorised under the seal of *Rolfe & Coys Limited*
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
the said Company in the sum of *Fifty Eight Pounds Eight*
Shillings & Sixpence for *Goods sold & delivered and*
costs of unsatisfied Judgement
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 *Twenty-ninth* day of
March One thousand
nine hundred and *Twenty-seven*

W Douglas Hibet

Before me,
R. S. Ball
A Commissioner of the Supreme
Court of Tasmania, resident
in *Victoria* 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

In the Supreme Court of Tasmania.
In Bankruptcy.

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

*Lidby John Chary
of Dover*

Affidavit in Proof of Debt.

By *William Little Pty. Ltd.*

For £ 60 : 14 : 4

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

with Creditors instituted by Edley John Chary
Receiver of Goods in Tasmania

a Name in full of person making declaration

I, a Walter L. McVilly of

b His occupation

Hobart in Tasmania b Merchant

make oath and say as follows:—

c If you are in partnership state who with, and how trading if manager, director, or secretary of a company, say so and you are authorised to prove debt

That I am Director of McVilly & Co. Ltd.

d Debtor's name in full

That the said Edley John Chary was at the date of the

institution of the said proceedings and still is justly and truly indebted to us

e Amount in words

in the sum of sixty pounds fourteen shillings and fourpence

f For work done, goods sold or, for money lent etc.

for goods sold

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 or satisfaction or security whatsoever save and except the following:

DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.

g If you hold bill, promissory note or cheque fill in the particulars here

h Town

Sworn at Hobart in Tasmania

i State

j Creditor signs

this 28th day of April One } W. J. Chary
Thousand Nine Hundred and Seven

k Magistrate signs

Before me,

k

W. J. Chary

Justice of the Peace.

l Name of proxy

I appoint O. R. Lanning

of Hobart

m His residence

my Proxy in the above matter.

n His occupation

o

Signature of Creditor

W. J. Chary

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

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 Perth in Tasmania Stockkeeper

I, *William Alfred Latt*
of *Hobart* in Tasmania *Managing Director*
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 *Fcleys Pty Ltd.*
in the sum of *£. Seven Pounds Seven Shillings*
for work and labor done and materials supplied for which said
sum or any part thereof I say that the said *H. J. Cleary*
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 Pty Ltd.*
and am duly authorised by *the Directors*
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 at Hobart in TASMANIA this)
Third day of *May* 1927.)

W. A. Latt

Before me

[Signature]

A Justice of the Peace

I Appoint
of my proxy in the above matter.

W. A. Latt

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 whatso-
ever.

SWORN AT HOBART

*This 13th day of May 1927
before me
Chas. G. Seager
J.P.*

R. E. Miller

17th May 27

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

with Creditors instituted by Hedley John Cleary
of Dover in Tasmania
Storekeeper

a Name in full of person making declaration

I, J. Underwood of
Hobart in Tasmania Cordial Manufacturer

b His occupation

make oath and say as follows:—

c If you are in partnership state who with, and how trading if manager, director, or secretary of a company, say so and you are authorised to prove debt

That I am the J. Macs Cordial works

d Debtor's name in full

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 me

e Amount in words

in the sum of Five pounds stg

f For work done, goods sold or, for money lent etc.

for Goods sold & 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 own use, had or received any manner or satisfaction or security whatsoever save and except the following :

DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.

g If you hold bill, promissory note or cheque fill in the particulars here

h Town
i State

Sworn at Hobart in Tasmania

j Creditor signs

this 10 day of May One J Underwood
Thousand Nine Hundred and Twenty seven

k Magistrate signs

Before me, [Signature]
Justice of the Peace.

l Name of proxy
m His residence
n His occupation

I appoint of
 my Proxy in the above matter.

o Signature of Creditor

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

IN THE BANKRUPTCY COURT

HOBART.

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

Walter B. C. Wise 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 Launceston in Tasmania this *Walter B. C. Wise* *Twentyfirst* day of *April 1937*

Before me

Walter B. C. Wise
A Justice of the Peace.

MADE IN GERMANY

BOND

WARRANT



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

with Creditors instituted by Healey John Cleary of Dow
in Tasmanian Securities

a Name in full of
person making
declaration

I, Cecil Francis McIvor

of

b His occupation

Manager in Tasmania

c If you are in
partnership
state who with,
and how trading
if manager, di-
rector, or secre-
tary of a com-
pany, say so and
you are author-
ised to prove
debt

make oath and say as follows:—

That I am Manager of Australasian Film Ltd
and authorised to make this affidavit

d Debtor's name
in full

That the said Healey John Cleary was at the date of the

institution of the said proceedings and still is justly and truly indebted to my Company

e Amount in
words

in the sum of Twenty two pounds thirteen shillings nine pence

f For work done,
goods sold or,
for money lent
etc.

for for Film Ltd & Co & Co Ltd

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 or
satisfaction or security whatsoever save and except the following:

DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.

g If you hold bill,
promissory note
or cheque fill in
the particulars
here

h Town
i State

Sworn at Hobart in Tasmania

j Creditor signs

this 1st First day of June One } C F McIvor
Thousand Nine Hundred and 27

k Magistrate signs

Before me,

k

J. Amos

Justice of the Peace.

l Name of proxy
m His residence

I appoint^l

of^m

n His occupation

n

my Proxy in the above matter.

o Signature of
Creditor

o

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

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

with Creditors instituted by HEDLEY JOHN CLEARY

of DOVER in TASMANIA, STOREKEEPER

a Name in full of person making declaration

I, a NORMAN GILBERT COLVIN of

b His occupation

HOBART in TASMANIA b ACCOUNTANT

c If you are in partnership state who with, and how trading if manager, director, or secretary of a company, say so and you are authorised to prove debt

make oath and say as follows:—

c That I am Accountant for L. Susman & Co. and authorised to prove debt

d Debtor's name in full

That the said d HEDLEY JOHN CLEARY was at the date of the institution of the said proceedings and still is justly and truly indebted to L. SUSMAN & CO.

e Amount in words

in the sum of e THIRTY SEVEN POUNDS, THIRTEEN SHILLINGS, AND THREEPENCE.

f For work done, goods sold or, for money lent etc.

for f 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 or satisfaction or security whatsoever save and except the following :

DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.

g If you hold bill, promissory note or cheque fill in the particulars here

h Town
i State

Sworn at h Hobart in i Tasmania

j Creditor signs

this 1 st. day of June One } j Moolan.
Thousand Nine Hundred and Twenty-seven

k Magistrate signs

Before me, k Justice of the Peace.

l Name of proxy
m His residence

I appoint l of m
n my Proxy in the above matter.

o Signature of Creditor

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.

In the Supreme Court of Tasmania

In Bankruptcy

H. J. CLEARY

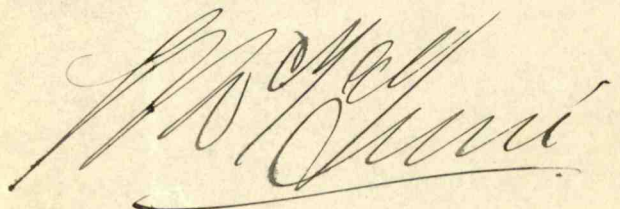
In the matter of Proceedings
for Liquidation by Arrangements
or Composition with Creditors
instituted by H. J. Cleary of
Dover in the State of Tasmania.

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

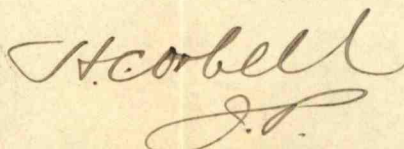
That the said H.J. Cleary was at the date of the institution
of the said proceedings and still is justly and truly indebted
to me in the sum of Ninety four pounds three shillings and sixpence
for goods supplied for which sum or any part thereof, I say that
I have not nor any person by my order or to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

W. D. McMINN & CO. Proprietary Limited

SWORN at Hobart in the)
State of Tasmania this)
27th day of May)
One thousand nine hundred)
and twenty seven.)



Before me,



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

Affidavit in Proof of Debt.

By

John White

For £ 41 : 16 : 1

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

with Creditors instituted by Hedley John Cleary
Storekeeper Dover in Tasmania

a Name in full of person making declaration

I, Frank A. White of

b His occupation

Hobart in Tasmania b. Tobacconist

c If you are in partnership state who with, and how trading if manager, director, or secretary of a company, say so and you are authorised to prove debt

make oath and say as follows:—

That I am Manager for John White

d Debtor's name in full

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 John White

e Amount in words

in the sum of Forty one pounds sixteen shillings and one penny

f For work done, goods sold or, for money lent etc.

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 own use, had or received any manner or satisfaction or security whatsoever save and except the following :

DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.

g If you hold bill, promissory note or cheque fill in the particulars here

h Town
i State

Sworn at Hobart in Tasmania

j Creditor signs

this thirteenth day of June One

Thousand Nine Hundred and twenty seven

k Magistrate signs

Before me,

J. A. Guthrie Justice of the Peace.

l Name of proxy
m His residence

I appoint Owen R. Tinning

of Hobart

n His occupation

n Official Assignee

my Proxy in the above matter.

o Signature of Creditor

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

In the Supreme Court of Tasmania

In Bankruptcy

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

John Cleary of Dover in Tasmania
Storekeeper

Affidavit in Proof of Debt

By Pearce Pearce

36-12-2

For £

12
12 : 12 : 12

Kearney & Braaford

12/1203 Mercury

Solicitors

Hobart

In the Supreme Court
of Tasmania

In Bankruptcy

In the Matter of proceedings for liquidation by arrangement or
composition with Creditors instituted by *Healey John*
Cleary of Dover in Tasmania Storekeeper

(a) Creditor's name in full I, *Norman Pearce* of ^(b)
(b) His residence, *Hobart* in Tasmania, aforesaid ^(c) *Produce Merchant*
(c) His occupation

make oath and say as follows:—

(d) State place of business. 1. That I carry on business at ^(d) *Hobart aforesaid* in co-partnership
(e) Name in full of partner or partners with ^(e) *Arthur Pearce and Frank Chambers* as
(f) Nature of business. ^(f) *Produce Merchants* under the style or firm of ^(g) *Pearce & Pearce*
(g) Firm's name

(h) Debtor's name in full 2. That the said ^(h) *Healey John Cleary*

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

(i) Amount in words indebted to me and my said co-partner trading as aforesaid in the sum of ⁽ⁱ⁾ *£36-12-2*

pounds twelve shillings and two pence for ^(k) *a judgment and execution obtained by my firm in the*

Supreme Court of Tasmania

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

(l) If you hold bill, promissory note, or cheque, fill in the particulars here; if you have none then strike out the words "save and except the following":—
received any manner of satisfaction or security whatsoever ^(l) save and except the
following:—

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

(m) Town Sworn at ^(m) *Hobart*
(n) State in ⁽ⁿ⁾ *Tasmania* this *twelfth* day of *April* 1924
(o) Creditor signs. *Norman Pearce*
(p) Magistrate signs. Before me, *W. J. Sansom*
A Justice of the Peace.

(q) Name of proxy I appoint ^(q) of ^(r)
(r) His residence.
(s) His occupation. ^(s) proxy in the above matter for self and co-partner.

(t) Signature of Creditor. ^(t)

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 £ : :

In the Supreme Court
of Tasmania

IN BANKRUPTCY.

IN THE MATTER OF

Apbleary

I,

Claude Longrave of *Hobart*

make oath and say as follows:—

That I am duly authorised under the seal of *A*
to make the proof of debt on its behalf that the said *Apbleary*
was at the date of the Order of Adjudication and still is justly and truly indebted to
the said Company in the sum of *Twelve Shillings 7/9*
for *Freight paid on goods*
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

in

this

Hobart
Tasmania

day of

nine hundred and

One thousand

June
Twenty Seven

Before me,

Claude Longrave

E. Matlow

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

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

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

W. J. Fleming

Justice 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 *Aladdin Industries Limited*

For £ 7 : 10 : 6

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

with Creditors instituted by HEDLEY JOHN CLEARY

of Dover in Tasmania, Storekeeper

a Name in full of person making declaration

I, a REGINALD CLAUDE LAWSON of

b His occupation

Sydney in the State of New South Wales, Credit Manager

c If you are in partnership state who with, and how trading if manager, director, or secretary of a company, say so and you are authorised to prove debt

make oath and say as follows:—

That I am the Credit Manager of Aladdin Industries Ltd. a Company duly incorporated and carrying on business at 49-53 Shepherd Street Sydney, and am duly authorised by the said Company to prove this debt.

d Debtor's name in full

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 Aladdin Industries Limited

e Amount in words

in the sum of Seven pounds ten shillings and six pence

f For work done, goods sold or, for money lent etc.

for goods sold and delivered to the said Hedley John Cleary on 27th July 1926 the said Aladdin Industries Limited for which said sum or any part thereof, I say that I have not, nor has any person by my order or to my knowledge or belief for my use, had or received any manner or satisfaction or security whatsoever save and except the following:—

DATE.	DRAWN.	ACCEPTOR.	AMOUNT.	DUE DATE.

g If you hold bill, promissory note or cheque fill in the particulars here

h Town
i State

Sworn at Sydney in New South Wales

j Creditor signs

this 27th day of June One

Thousand Nine Hundred and twenty seven

k Magistrate signs

Before me,

k

Justice of the Peace.

l Name of proxy
m His residence

I appoint

of

n His occupation

n

my Proxy in the above matter.

o Signature of Creditor

o

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

10
1927.

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

a Bankrupt

AFFIDAVIT FOR PROOF OF DEBT.

In the Supreme Court
of Tasmania.

In Bankruptcy.

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 .

17th June 1927.

Geo. Michael Nacked
Before me,

M. Daymond
A Justice of the Peace.

I appoint

R

Tinning

of Hobart in Tasmania

proxy in the above matter

10
1527

IN THE SUPREME COURT
OF TASMANIA

IN BANKRUPTCY.

h 35. 12. 8

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

COSTS OF PROCEEDINGS

for Taxation.

IN THE SUPREME COURT
OF TASMANIA
IN BANKRUPTCY.

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

COSTS OF PROCEEDINGS FOR TAXATION.

1927	Instructions for Petition	£1. - -
Feb.	Drawing and engrossing Petition	10. -
	Drawing and engrossing Affidavit in Support	3. 4
	Attending Petitioner obtaining signatures to Petition	6. 8 X
6/8	Attending Petitioner when he signed Affidavit and with him) before a Justice of the Peace when same sworn	6. 8
	Attending filing Petition and Affidavit in Support	6. 8
	Paid filing Petition and Affidavit in Support	£- 4. -
	Instructions for assignment to Mr. O. R. Tinning) of moneys now due or to become due under Fire Policy of Insurance and advising	6. 8
	Drawing Assignment	5. -
	Attending on Debtor explaining position and obtaining his signature to Assignment	6. 8
	Letter to Manager South British Insurance Company) notifying him of Assignment and thereon	5. -
	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) Application and as to fitness	5. -
	Attending with Deponent when de deposed to same) before a Justice of the Peace	6. 8 ?
	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	6. 8
4/10	Drawing and engrossing Order	2/8 7. 6
	Attendance for signature and seal	6. 8 X
16/4	Forward	£- 8. - £7. 8. 4

Forward

	£-	8.	-	£7.	8.	4
Copy Order for Receiver				6	2.	6
Attending Receiver with Order and instructions	-		}		6.	8
Attendance on Mr. Cane of Blundstone & Son					"	"
Attendance on Mr. Norman Pearce (of Pearce & Pearce, Creditors) when he inquired position informing him and explaining what had been done to secure Creditors			}		"	"
Long attendance on Mr. F. W. Heritage, of Heritage & Co. the biggest Creditors, discussing his claim and matter generally and informing him of appointment of Receiver			}		6.	8 X
Letter to Secretary Rolfe & Co, in reply to his of 12th inst., and informing him of position			}		"	"
Attendance on 8 Creditors informing them that the private meeting of Creditors would not take place			}		"	"
Drawing Request and List of Creditors					5.	-
Engrossing same					2.	6
Attending filing Request					6.	8 X
Paid on Request		2.	6			
Drawing and engrossing 16 Notices to Creditors	-		}	14	1.	-
Attending Clerk of Court checking and sealing Notices to 16 Creditors			}		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
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
Attendance on Mr. O.R. Tinning when he called after having been to Dover, discussing the affairs in full and receiving instructions to intervene in the Garnishee Proceedings			}		6.	8

Forward

£1. 2. 6 £10. 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 14th inst., one day prior to filing)
 Petition and to Assignment to Mr. Tinning)

Attendance on Mr. A. N. Lewis re day for)
 hearing Garnishee applications and -)
 discussing)

6. 8

6. 8

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)
 as Mr. Tinning could not obtain any)
 satisfaction)

6. 8

6. 8

Attendance on Mr. A.N.Lewis when he -)
 explained that the Garnishee orders had)
 had been adjourned sine die at the request)
 of Judgment Creditors Attorneys and he)
 would communicate with us 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. -

Attendance on Mr. O.R.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. -

Letter to G.P.O. Hobart in reply to their)
 letter informing them that Mr. O.R.Tinning)
 had been appointed Receiver)

5. -

Attendance on Mr. O.R.Tinning submitting)
 and discussing special letter to 13 -)
 Creditors who had not been included in)
 list of Creditors)

6. -

Special letter to Creditor 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

Drawing and engrossing Statement of)
 affairs and list of Creditors A to G)

1. -

Forward

£1. 2. 6 £16. 8. 10

11/8 Attending meeting of Creditors with Clerk when)
same adjourned on account of Mr. Cleary's absence

13/4 1. 5. -

Letter to Mr. Cleary that meeting had been -)
adjourned until 17/3/27 on account of his absence
and instructing him to be present on that date)

5. -

Attendance on Representative from D. & W. Murray)
when he inquired what had been done last meeting
informing him of adjournment and discussing)

" "

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 Hobart

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 letter
from Debtor and also reporting on result of the)
searches and discussing)

6. 8

Letter to State Commissioner of Taxes in reply to
his of the 10th inst., informing him of the)
position

5. -

Attending Debtor when he signed Statement of -)
Affairs after going through same with him

6. 8

Attending meeting of Creditors with Clerk when)
it was resolved that the affairs of H.J. Cleary)
be liquidated by arrangement and not in bankruptcy

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. - ?

Drawing and engrossing list of Creditors present

5. -

Drawing and engrossing Special Resolution

5. -

Attendance on Creditors obtaining their signatures

6. 8 ?

Drawing and engrossing Affidavit verifying -)
resolutions

6. 8

Attending deposing to same

6. 8

Attending filing resolutions and all papers

6. 8

Paid

£ 4. -

Forward.

£1. 6. 6 £23.10. 6

Forward

£1. 6. 6 £23. 10. 6

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

6. 8

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

6. 8

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

6. 8

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 ulto., 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 proceedings Orders until a claim was admitted

6. 8

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

5. -

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

6. 8

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

5. -

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

6. 8

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 onto Debtor for further particulars had not been returned and he instructed us to write to Mr. Cleary

6. 8

Letter to Debtor accordingly

5. -

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

5. -

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

5. -

Attendance on Messrs. 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

6. 8

Forward £1. 6. 6 £27. 8. 10

2.5.4

Forward

£1. 6. 6 £27. 8. 10

Drawing and engrossing costs for taxation	5. -
Copy for Registrar	2. 6
3/4 Attending for appointment to tax	3/4 6. 8
Preparing certificate for taxation	3. 4
3/4 Attending Registrar with Certificate for taxation	3/4 6. 8
Attending Trustee with same	2- 6. 8

£1. 6. 6 £28. 19. 10

Taxed off

2 12

Add o-o-p

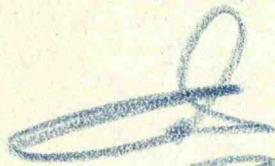
26. 7. 10
1. 6. 6

Add 30% to profit costs

7. 18. 4

Taxed at

35. 12. 8



Ros

24/4/27.

2.12.0

26. 7. 10

7. 9. 3. 6
18. 3
12
4.