

In the Supreme Court of Tasmania

IN BANKRUPTCY

30  
1923

DEBTOR'S SUMMONS

Filed 30/6/23  
R. O. P. Res.

YOU ARE SPECIALLY TO NOTE that the consequences, which will follow any neglect to comply with the requisitions contained in the summons, are that you may be adjudged a bankrupt on the petition of **McHugh Bros. Proprietary Limited**

should you not pay to, or compound with **it** for the sum claimed within **seven** days from the service of this summons on you.

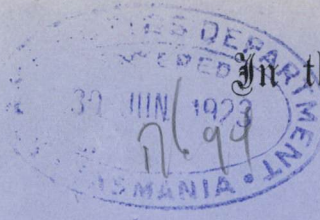
If, however, you are not indebted to the said **McHugh Bros. Proprietary Limited**

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

Butler, McIntyre & Butler,  
Solicitors,  
No. 22 Murray Street,  
HOBART.

30





In the Supreme Court }  
of Tasmania }

IN BANKRUPTCY

*GEORGE THE FIFTH by the Grace of God King  
of the United Kingdom of Great Britain and  
Ireland and of the British Dominions beyond  
the Seas Defender of the Faith Emperor of  
India Supreme Lord in and over the Common-  
wealth of Australia.*

To **JOHN HENRY CLEARY**  
  
of **Hobart in Tasmania Builder**

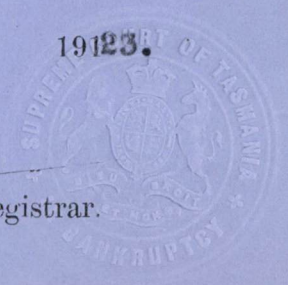
**W**E warn you that unless within **seven** days after the service of  
this summons on you, exclusive of the day of such service, you do pay to  
**McHugh Bros. Proprietary Limited -----**

~~xx~~ of  
the sum of **Fifty-three** pounds **three** shillings  
and **five** pence, being the sum claimed of you by  
according to the particulars hereunto annexed, for **goods sold and  
delivered and interest -----**

or shall compound for the same to **its** satisfaction, you will have  
committed an act of bankruptcy, in respect of which you may be  
adjudged a bankrupt, on a bankruptcy petition being presented by the  
said **McHugh Bros. Proprietary Limited -----**

unless you shall have, within the time aforesaid,  
applied to the Court to dismiss this summons, on the ground that you  
are not indebted to **it** in the sum claimed, or that you are  
indebted to **it** in a sum less than fifty pounds.

Dated this *thirtieth* day of **June**  
*[Signature]*  
*[Signature]* Registrar.





IN THE SUPREME COURT

OF TASMANIA

IN BANKRUPTCY.

PARTICULARS OF DEMAND.

Of Amount owing by John Henry Cleary  
to McHugh Bros. Proprietary Limited.

30.1.22.      Amount sued for.      £44. 9. 10.

5.4.23.      Costs agreed upon.      3.11. 9.

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£48. 1. 7.

Interest from 5th May 1922

to 30th June 1923.      ,      5. 1. 10.

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£53. 3. 5.

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IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY.

IN THE MATTER of a Debtor's Summons  
to JOHN HENRY CLEARY.

A F F I D A V I T

In Support by Mr. H.E. Vaile.

*Filed 30/6/23*  
*R.C.B.*  
*J.H.V.*

Butler, McIntyre & Butler,  
Solicitors,  
HOBART.





IN THE SUPREME COURT

OF TASMANIA

IN BANKRUPTCY.

I, HILTON ELMSLIE VAILE, of Hobart in Tasmania Law Clerk make oath and say:-

1. That I am a clerk employed by the firm of Messrs. Butler McIntyre & Butler of Hobart aforesaid Solicitors and it is my duty to collect debts on behalf of numerous creditors and to issue process to effectuate such collection.
2. That McHugh Bros. Proprietary Limited (hereinafter referred to as "the said Company") did in the month of January One thousand nine hundred and twenty two instruct me to collect the sum of £44.9.10 from John Henry Cleary of Hobart aforesaid Builder.
3. That on the thirtieth day of the said month a summons was issued against the said John Henry Cleary for the said debt and the said John Henry Cleary agreed with the said Company that if a reasonable time was allowed him and that if Judgment was not entered up against him and execution issued thereon within such reasonable time as aforesaid, that he would pay interest at the rate of £7.10.0 per centum per annum upon the sum due under the said Summons for the time being, and that I know this as the said agreement was arranged through me.
4. That the amount now due and owing to the said Company by virtue of the said agreement amounts to the sum of £53.3.5.
5. That I have personally, between the said month of January and the date of this my Affidavit made numerous requests to the said John Henry Cleary in person for payment of the said debt and although he has on numerous occasions acknowledged his indebtedness to the said Company, yet he has failed to satisfy his said debt.



6. That the said John Henry Cleary resides at Hobart aforesaid, within the Southern Electoral Districts and carries on the trade of a Builder at Hobart aforesaid.

7. That the said John Henry Cleary is now indebted to the said Company in the sum of £53.3.5 and that I depose to this as I have been instructed by the said Company that in case the said John Henry Cleary should make any payments to the Company direct, that I would be informed to that effect.

SWORN at Hobart in Tasmania )  
this 30<sup>th</sup> day of )  
June One thousand nine )  
hundred and twenty three. )

*John Henry Cleary*

Before me,

*E. Dawson*

Am Justice of the Peace.



In the Supreme Court of Tasmania

IN BANKRUPTCY

21  
1923

DEBTOR'S SUMMONS

Filed 30/6/23  
R.H. p. de g.

YOU ARE SPECIALLY TO NOTE that the consequences, which will follow any neglect to comply with the requisitions contained in the summons, are that you may be adjudged a bankrupt on the petition of **The Hobart Brick Company Limited**

should you not pay to, or compound with **it** for the sum claimed within **seven** days from the service of this summons on you.

If, however, you are not indebted to the said

**The Hobart Brick Company Limited**

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

Butler, McIntyre & Butler,  
Solicitors of No. 22 Murray Street  
Hobart.

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In the Supreme Court }  
of Tasmania }

IN BANKRUPTCY

*GEORGE THE FIFTH by the Grace of God King  
of the United Kingdom of Great Britain and  
Ireland and of the British Dominions beyond  
the Seas Defender of the Faith Emperor of  
India Supreme Lord in and over the Common-  
wealth of Australia.*

To JOHN HENRY CLEARY

of Hobart in Tasmania Builder.

**W**E warn you that unless within **seven** days after the service of  
this summons on you, exclusive of the day of such service, you do pay to  
**The Hobart Brick Company Limited -----**

of  
the sum of One hundred <sup>one</sup> and /pounds **s i x** shillings  
and **eight** pence, being the sum claimed of you by **the said**  
**Company -----**  
according to the particulars hereunto annexed, for **goods sold and**  
**delivered and interest -----**

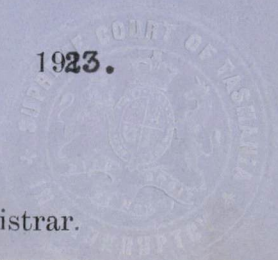
or shall compound for the same to **its** satisfaction, you will have  
committed an act of bankruptcy, in respect of which you may be  
adjudged a bankrupt, on a bankruptcy petition being presented by the  
said **Company -----**

-----unless you shall have, within the time aforesaid,  
applied to the Court to dismiss this summons, on the ground that you  
are not indebted to **the Company** in the sum claimed, or that you are  
indebted to **it** in a sum less than fifty pounds.

Dated this *thirtieth* day of **June** 1923.

*[Signature]*  
*[Signature]*

Registrar.





IN THE SUPREME COURT  
OF TASMANIA  
IN BANKRUPTCY.

PARTICULARS OF DEMAND

Of Amount owing by John Henry Cleary  
to The Hobart Brick Company Limited.

30.1.22.	Amount sued for.	£85. 18. 0.
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5.4.22.	Costs agreed upon.	5. 14. 9.
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£91. 12. 9.

Interest from 5th May 1922  
to 30th June 1923.

9. 13. 11.

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£101. 6. 8.

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IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY.

IN THE MATTER of a Debtor's Summons  
to JOHN HENRY CLEARY.

A F F I D A V I T

In Support by Mr. H.E. Vaile.

*Filed 30/6/23.  
R.B. p. Ref.*

Butler, McIntyre & Butler,

Solicitors,

HOBART.





IN THE SUPREME COURT

OF TASMANIA

IN BANKRUPTCY.

I, HILTON ELMSLIE VAILE, of Hobart in Tasmania Law Clerk make oath and say:-

1. That I am a clerk employed by the firm of Messrs. Butler McIntyre & Butler of Hobart aforesaid Solicitors and it is my duty to collect debts on behalf of numerous creditors and to issue process to effectuate such collection.
2. That The Hobart Brick Company Limited did in the month of January One thousand nine hundred and twenty two instruct me to collect the sum of £85.18.0 from John Henry Cleary of Hobart aforesaid Builder.
3. That on the thirtieth day of the said month a summons was issued against the said John Henry Cleary for the said debt, and the said John Henry Cleary agreed with the said Company that if a reasonable time was allowed him and that if Judgment was not entered up against him and execution issued thereon within such reasonable time as aforesaid, that he would pay interest at the rate of £7.10.0 per centum per annum upon the sum due under the said summons for the time being, and that I know this as the said agreement was arranged through me.
4. That the amount now due and owing to the said Company by virtue of the said agreement amounts to the sum of £101.6.8.
5. That I have personally, between the time of such agreement and the date of this my Affidavit made numerous requests to the said John Henry Cleary in person for payment of the said debt and although he has on numerous occasions acknowledged his indebtedness to The Hobart Brick Company Limited, yet he has failed to satisfy his said debt.



6. That the said John Henry Cleary resides at Hobart aforesaid, within the Southern Electoral Districts and carries on the trade of a Builder at Hobart aforesaid.

7. That the said John Henry Cleary is now indebted to The Hobart Brick Company Limited in the sum of £101.6.8, and that I depose to this as I did yesterday personally interviewed the Secretary of the said Company and was informed that the said John Henry Cleary has made no payments to them direct since the said month of January.

SWORN at Hobart in Tasmania

this 30<sup>th</sup> day of  
June One thousand nine hundred  
and twenty three.

Gilbert R. Vail

Before me,

A. A. Wilson

A Justice of the Peace.