

No 12
1924
In the Supreme Court of Tasmania

IN BANKRUPTCY

DEBTOR'S SUMMONS

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

should you not pay to, or compound with **them** 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 **them** 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
H O B A R T.

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

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

~~of~~

the sum of **Fifty one** ---- pounds **Ten** ----- shillings
and **ten** ----- pence, being the sum claimed of you by **them**
according to the particulars hereunto annexed, for **goods sold and**
delivered and interest -----

or shall compound for the same to **their** 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 **them** ----- in the sum claimed, or that you are
indebted to **them** ----- in a sum less than fifty pounds.

Dated this *21st* day of February --- 1924

W. O. Ais
Registrar.

IN THE SUPREME COURT

OF TASMANIA

IN BANKRUPTCY

PARTICULARS OF DEMAND

of amount owing by John Henry Cleary to McHugh Bros. Proprietary
Limited

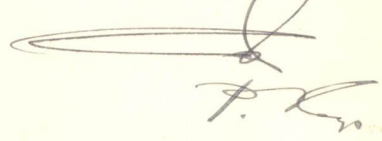
30/1/22	Amount sued for	£44. 9. 10
5/4/23	Costs agreed upon	3. 11. 9
	Interest from 5th. May 1922 to 30th December 1923	<u>5. 19. 3</u>
		£54. 0. 10
2/8/23	By Cash	<u>2. 10. 0</u>
		<u>£51. 10. 10</u>

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 21st February 1924

P. H. Vaile

Butler, McIntyre & Butler,
Solicitors,
HOBART.

IN THE SUPREME COURT
OF TASMANIA
IN BANKRUPTCY.



I, HILTON EIMSLIE 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 £51. 10. 10.
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.

SWORN at Hobart in Tasmania)
this 20th day of)
February One thousand nine)
hundred and twenty four)

H. E. Vail

Before me,

A. A. Wilson

A Justice of the Peace.

In the Supreme Court of Tasmania

IN BANKRUPTCY

DEBTOR'S SUMMONS

Samuel Louis Smith
has this 27th day of February
1924 served the within named
debtor of *McHugh Bros.* with a debtor's
summons at Hobart. *Samuel Louis Smith*
Baker
27, 2, 24

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 **them** 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 **them** 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
H O B A R T.

B

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

A. Justice of the Peace.

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

of

the sum of **Fifty one** ---- pounds **Ten** ----- shillings
and **ten** ----- pence, being the sum claimed of you by **them**
according to the particulars hereunto annexed, for **goods sold and
delivered and interest** -----

or shall compound for the same to **their** 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 **them** ----- in the sum claimed, or that you are
indebted to **them** ----- in a sum less than fifty pounds.

Dated this *21st* day of **February** --- 19*24*

W. O. Rice
Registrar.

This is the paper writing marked "B" referred to in
the annexed affidavit of Samuel Louis Smith
sworn at Hobart in Tasmania this *21st* day
of July 19*24*. Before me

S. W. Greenwood

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
	Interest from 5th. May 1922 to 30th December 1923	<u>5. 19. 3</u>
		£54. 0. 10
2/8/23	By Cash	<u>2. 10. 0</u>
		<u>£51. 10. 10</u>

In the Supreme Court of Tasmania

IN BANKRUPTCY

DEBTOR'S SUMMONS

*I Samuel Louis Smith
have this 27th day of February
1924 served this within named
debtor with J H Cleary with
a Debtor's Summons at Hobart
Personally J H Cleary
27.2.24*

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 **them** 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 **them** 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.

A

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 OLEARY -----

of Hobart in Tasmania Builder -----

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

of
the sum of **Ninety** ----- pounds **eleven** ----- shillings
and **five** ----- 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 **their** 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** -----

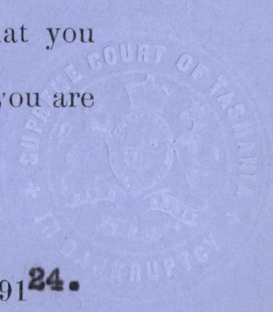
----- unless you shall have, within the time aforesaid,
applied to the Court to dismiss this summons, on the ground that you
are not indebted to **them** ----- in the sum claimed, or that you are
indebted to **them** ----- in a sum less than fifty pounds.

Dated this 21st day of **February** 19124.

W. J. Ais
Registrar.

This is the paper writing marked "A" referred to in
the annexed affidavit of Samuel Louis Smith sworn
at Hobart in Tasmania this 24th day of July 1924
Before me -----

A. Justice of the Peace.



IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY.

PARTICULARS OF DEMAND

of amount owing by John Henry Cleary to The Hobart Brick
Company Limited.

30/1/1922	Amount sued for	£85: 18: 0
5/4/1922	Costs agreed upon	5: 14: 9
Interest from 5th May 1922 to 31st December 1923.		<u>11: 8: 8</u>
		103: 1: 5
2/8/1923	By Cash £2: 10: 0	
13/9/1923	" " <u>10: 0: 0</u>	<u>12: 10: 0</u>
		<u>£90: 11: 5</u>

IN THE SUPREME COURT OF TASMANIA

IN BANKRUPTCY

IN THE MATTER of two Debtors Summonses
by The Hobart Brick Company Limited
and McHugh Bros Proprietary Limited
against John Henry Cleary

A F F I D A V I T

of Service

Filed 24/7/24
R.D. & A.S.

Butler, McIntyre & Butler
Attorneys
22 Murray Street, Hobart.

IN THE SUPREME COURT OF TASMANIA
IN BANKRUPTCY



IN THE MATTER of Two Debtors
Summonses by the Hobart Brick
Company Limited and McHugh Bros.
Proprietary Limited against John
Henry Cleary of Hobart in Tasmania
Builder

I SAMUEL LOUIS SMITH of Hobart in Tasmania Bailiff make oath and say:-

1. THAT I did on the Twenty seventh day of February One thousand nine hundred and twenty four serve the above mentioned John Henry Cleary with copies of the above mentioned debtors summonses, duly sealed with the seal of the Court, by delivering the same personally to the said John Henry Cleary.

2. THAT the two copy Summonses hereunto annexed, sealed with the seal of the Court, together with the particulars of Demand thereunto annexed, and marked "A" and "B" respectively are true copies of the two Summonses so served as aforesaid.

SWORN at Hobart in Tasmania)
this 24th day of July)
One thousand nine hundred and)
twenty four)

Before me

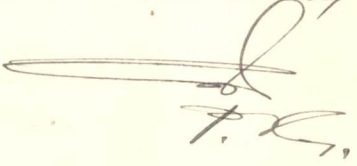
A Justice of the Peace

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 21st February 1924

F. L.

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 £90:11:5.
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.

S W O R N at Hobart in Tasmania)

this 20th day of)

February One thousand nine hun-

dred and twenty four.)

H. R. Vail

Before me

E. H. H. H.

A Justice of the Peace.

No 13
1924
In the Supreme Court of Tasmania
IN BANKRUPTCY.

DEBTOR'S SUMMONS

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

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should you not pay to, or compound with **them** 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 **them** 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.

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 -----

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

~~of~~

the sum of **Ninety** ----- pounds **eleven** ----- shillings
and **five** ----- 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 **their** 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 **them** ----- in the sum claimed, or that you are
indebted to **them** ----- in a sum less than fifty pounds.

Dated this 21st day of **February** 19**24**.

to o. Ais
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.

30/1/1922	Amount sued for	£85: 18: 0
5/4/1922	Costs agreed upon	5: 14: 9
Interest from 5th May 1922 to 31st December 1923.		<u>11: 8: 8</u>
		103: 1: 5
2/8/1923	By Cash	£2: 10: 0
13/9/1923	" "	<u>10: 0: 0</u>
		<u>12: 10: 0</u>
		<u>£90: 11: 5</u>

