

BATHURST.

INSOLVENCY PROCEEDINGS.

BEFORE JAMES THOMAS MORISSETT, Esq., Commissioner.

A second meeting in the insolvent estate of George Kable was held here April 11th, and continued by adjournment to the 22nd and 25th days of April. The following debts were proved:—April 11. Thomas Kite and William Lee, (for which they hold security for £1000), £2936; Nicholas Read, £343 13s. 6d.; Thomas Jones, £180 9s. 7½d.; William Johnson, £13 5s.; M. S. Finley, £10; James Alder, £3 6s.; Josiah Davidson, £13 4s. April 22. Richard M'Hattie, £95 10s. 6d.; Dennis Dailey, wages, £11 16s. 8d.; James Jenkins, wages, £28; George French, £16; William Thompson, £27; Frederick Morgan, £23 13s. 6d.; Union Bank of Australia, £275 15s.; Joseph Aarons, junior, £65 8s. 5½d.

× The insolvent was examined by Mr. Gilbert Wright, as follows: I attribute my insolvency to the failure of John Terry Hughes; Messrs. Kite and Lee obtained a judgment against me last May or June for £3000; I was in debt deeply when the judgment was obtained; I owed a good deal of money; I have paid a good many debts since; I have paid Joseph Aarons £100 on October 16th; Morgan, tailor, £5; Johnson, tailor, £12; Mrs. Lake, £6; Scott and Thornhill, £20; John Deconet, £10. I did not consider myself insolvent when the judgment was obtained; I have sold to Joseph Aarons since the judgment 1500 sheep at 2s. 6d. per head, about October; I sold to Mr. Downs 5000 sheep and upwards; I believe 5156 to be the number; I obtained 5s. 6d. per head, amounting to upwards of £1400, paid me by drafts—one on the Bank of Australasia, Bathurst, for £700 and upwards, the other on the Union Bank of Australia, Bathurst, for £600 and upwards; I handed the £700 and odd draft to James Arthur, of Bathurst, innkeeper; and the £600 and odd to Edward Austin, of Bathurst, storekeeper, to hold on my account; I am not sure whether Arthur held the £600 odd, or the £700 odd; I received from Arthur £649, in the payments mentioned in paper D.; and subsequently a cheque from Downs for £35; I took £100 of the money received from Arthur with me to Sydney, in one pound notes, Bank of Australasia; I put them in the gig cushion; I took £430 of the money received from Arthur with me at the same time to Sydney; I had a draft for the amount on the Bank of Australasia, Sydney, dated about the 27th day of October. Of the moneys received from Austin, the paper E. gives a true account; of these moneys, £53 12s. 7d., I believe, went to pay tradesmen and wages; I received £200 from Austin, for which I obtained a draft from the Bank of Australasia, Bathurst, on the same Bank in Sydney; this I took at the same time with the other moneys to Sydney; out of the moneys I have mentioned as being in Austin's and Arthur's hands, the total sum expended by me, including those I have mentioned for current expenses, wages, and other payments, will be £182 12s. 7d.; I received the further sum of £475 17s. 5d. from Austin, previous to my going to Sydney, for which I also obtained a draft from the Bank of Australasia, Bathurst,

draft from the Bank of Australasia, Bathurst, on the same Bank in Sydney. The amount I took with me to Sydney from the moneys deposited with Austin and Arthur, was twelve hundred and five pounds, seventeen shillings, and fivepence; I had also two or three hundred pounds by me at the time I sold the sheep to Downs; this I also took to Sydney in cheques and notes; I must therefore have taken with me to Sydney upwards of fourteen hundred pounds; I went to Sydney about the end of October; I did not deposit the money in any Bank in Sydney because I doubted the solvency of several of the Colonial Banks, and the other Banks being connected with the Bathurst Banks; I did not like depositing with them, lest they should stop it for moneys due to the Bank; I gave Charles Smith, of Sydney, butcher, the three drafts on the Bank of Australasia, and one hundred pound notes amounting to £1205 17s. 5d., and some other moneys amounting to £1280 or thereabouts; he gave me for this, twenty or twenty-two fifty pound notes, and the remainder in twenty pound notes, five, and ten pounds; I also obtained some fifty pound notes for the moneys I held, in all I had twenty-six fifty pound notes when I left Sydney to return to Bathurst, besides the other moneys received from Smith; I went to Sydney on purpose to exchange the moneys I had for £50 notes; I had a memorandum with number and date of every note; I returned to Bathurst about eight or ten days from the time I left; I lost one £50 note on my way to Bathurst, and I inserted an advertisement of my loss in the *Herald* newspaper of the 20th November last; on my return from Sydney I deposited in the Union Bank two fifty pounds notes on the 17th November, and on the 24th November £40, on the 7th December one fifty pound note; I received several sums of money after my return from Sydney from the sale of horses; I am not aware that I received money from any other source; I lost twenty fifty pounds notes, and one ten pound note, at Mrs. Boyles's house, at Kelso, on the night of the tenth or eleventh of November last, my trowsers being taken from the room in which I was sleeping; the money was in the fob of my trowsers; I discovered my loss about eight o'clock in the morning; I had been drinking at Howard's public-house before I went to Mrs. Boyles's; there was music and dancing, and drinking in the house during the evening; I have never given Mrs. Cheeseman any money or property; several women were in the house during the evening dancing and drinking; I do not think I showed the notes during the evening; when I discovered my loss I reported it to Thomas Smith, a horse-breaker, and sent him to my son-in-law, Joseph Aarons; I believe there is a watch-house within a few yards of Mrs. Boyles's house; I did not report the robbery to any constable; I believe there is a constable stationed at the watch-house; I never made a report of it to the Bathurst Police Office; I received a message from the Police Magistrate enquiring why I had not reported the robbery; I replied that I did not consider it necessary; I had sent to Sydney to advertise it, and written to the Bank to stop payment of them; I had a suspicion of the party who robbed me; the paper containing the numbers and dates of the notes was taken with the notes;

the paper containing the numbers and dates of the notes was taken with the notes; after the loss at Mrs. Boyles's, I had five fifty pound notes; these I had locked up in a drawer at home; I carried the twenty fifty pound notes about with me in order to pay my creditors at Bathurst; I did not make any tender of money to any creditors; I told Mr. Cope, Manager of the Bank of Australasia, that I was prepared to take up Mr. Francis Lord's £700 bill, and to pay £50 off Read's note, and £50 off Jones's. Mr. Strachan had drawn out two notes—one in favour of Thomas Jones, and the other in favour of Nicholas Read, to renew their notes, then overdue. This statement to Mr. Cope was previous to my carrying the money to Sydney; I did not see any of my creditors to offer them money after I had the money in my fob; I sent a blacksmith (Scott) to Mr. Read to offer ten shillings in the pound; five shillings cash, and the other five shillings by approved bill; since the loss of my money I have offered Messrs. Kite and Lee, £700, and my other creditors five shillings in the pound; I lost a fifty pound note in Sydney about January last, by paying it away instead of a one pound note; Mr. John Dargin was present; I had then one fifty pound note left, which I have since changed; I swear the paper containing the numbers was lost with them; I have received no intelligence of the notes since I lost them; I also lost a silver watch on the night of the robbery; I met Joseph Aaron's at Tait's public house on my return from Sydney, after having paid the fifty pound note instead of a one pound note; I changed my last fifty pound note a few days before I sequestered, out of which I paid Mr. Robert Nichols twenty

pounds; the residue of the fifty pounds I cannot say how it was expended; it was all spent before I sequestered. A young man named John, lodging at Mr. Charles Nichols, lent me 27s. to pay my expenses to Bathurst; I do not know his surname; I had no money of my own when I filed my petition; I might have had a sixpence, but no more; I had paid out of the £50, £7 to Mr. Charles Nichols; my wearing apparel is chiefly at home; I have some at Matthews's, Penrith, and at Nichols's, Sydney; a few things at Aarons's; Joseph Aarons, my son-in-law, has no property belonging to me; I gave Aarons a promissory note for £500, and have since renewed it for £452 10s. 9d.; it was not an accommodation note; I owed him the money; if I stated it was an accommodation note, I have stated what was false; I think Aarons showed me an account before I gave him the note; I don't think I had any other notes with Aarons; I have delivered to Aarons, on account of his book account against me, wool, bacon, and hay; Aarons had several bales of wool of me; I do not think I have seen Joseph Aarons account delivered up to the 1st January last; I have, I believe, received supplies from Aarons amounting to £217 4s. 11d., besides the amount of the note I gave him. The sheep I sold Aarons are now in Mr. Kennedy's possession, I believe; I have not sold any rock salt lately; I do not know how many horses were sold by Mr. Sloman, or how many Mr. Corse purchased; I did not give Corse or any person money to purchase horses; I rented a house of Mr. Finlay;

did not give Corse or any person money to purchase horses; I rented a house of Mr. Finlay; I allowed Mrs. Cheeseman to live there; she did not pay me any rent; I have often slept at Mrs. Cheeseman's house; I have slept with her often up to a late date; I have sent supplies to her house for my own convenience; I have no available property besides what I have given an account.

Examined by Mr. BLIGH: I once tendered Mr. Tait a fifty-pound note in mistake for a one-pound note; this was after I had paid away one in the market; I now think it was before I had paid away the note in the market; I do not recollect tendering him a second fifty-pound note; I think I had more than one fifty-pound note at the time, but I cannot say how many; I do not think it was at the time I met Aarons at Tait's; my horse stock consists of about one hundred head, running at King's Plains, the Turing, and the Macquarie; I have no return of horse stock; In September, 1842, I had about seventy-three at King's Plains; I have no returns of my cattle; I made a return at random to the Commissioner of the Lachlan cattle; I have never made any return of the cattle on the Barwin, or of those on the Mudgee, and never paid any assessment for the cattle at Barwin and Mudgee; I have some woolpacks coming up by Whiblin's dray from Armitage; the amount of property set forth in my schedule, with the amended lists marked A, produced this day, comprises all my property whatsoever; I know of nothing belonging to me in the possession of any person; there may be a few trifling articles unaccounted for.

Mr. Joseph Aarons, the younger, was then examined by Mr. Wright, as follows: I am a son-in-law of the insolvent; the promissory note made by the insolvent in my favour, and for which the Union Bank has proved, (and which promissory note is dated 17th April, 1843, and given at three months, for £452 10s., and became due 20th July, 1843) is a renewal of a promissory note, given by the insolvent to me for £500 or thereabouts, and the consideration for which I now prove, by the production of my ledger and day book; the bales of wool were sold, and the money applied in reduction of insolvent's promissory note to M'Hattie for £63 odd; on the 16th November now last past, I purchased 1550 sheep, stations included, and with the wool on, at 2s. 6d. per head; the memorandum of sale produced, marked A., is the memorandum signed by the insolvent and myself at the period of purchase; the understanding was, that the purchase money should be devoted to the partial payment of the £452 10s. promissory note given by the insolvent to me; the note had been discounted, and was then overdue at the Union Bank of Australia, Bathurst; the memorandum produced, signed by Mr. Kable, was also signed at the period of purchase, and is marked B.; this memorandum authorises the application of the purchase money in the way above specified; Mr. Bligh was at that time threatening to sue me; Mr. Bligh is solicitor for the Union Bank; I took possession of the sheep, and held the money to be applied in reduction of the note; I mortgaged these sheep to the Union Bank about two months afterwards, as a security for my endorsement on the same promissory note;

my endorsement on the same promissory note; the Union Bank hold these sheep, and are in the actual possession of these sheep, as a security for my endorsement on balance of said promissory note of insolvent's to me for £452 10s. ; I knew of Kable's loss; I knew that he had, on or about the 11th or 12th November instant, lost twenty fifty-pound notes; I was instructed by the insolvent to advertise the robbery in the *Herald*; I did advertise it; I was not instructed by the insolvent to report the robbery to the police; I believe I did not

report the robbery to the police; I swear positively that I believed the insolvent George Kable was solvent, that is, able to pay all his creditors twenty shillings in the pound, on the 16th day of November instant; I knew that Messrs. Kite and Lee had obtained a judgment against him for £3000; I knew he was indebted to me between £400 and £500; I knew Mr. Lord had a claim of between £1700 and £1800, for £1500 of which he was secured on Gorman's Hill; I knew he was indebted at the same time to Nicholas Read, but was not aware that he was indebted to Thomas Jones; I estimated his liabilities at £6000, still I believed in his solvency; I never entertained a doubt or apprehension of his solvency; though there was a promissory note in my favour three months overdue, I still would have treated his bill as cash. The insolvent had at that time, to meet these liabilities, as follows:—1300 head of cattle, which I valued then at £2 per head; this would be £2600. I valued Gorman's Hill at £1800. The horses I valued at that time at £12 per head; there were 100 head; this would amount to £1200. The rest of his property I valued at £1400. I do not believe that I ever received £50 from Read on account of Kable, and I swear positively I never received £50 on my own account; I never heard the insolvent make any admission of his insolvency; I was on bad terms when insolvent sold me the sheep; I was on bad terms with him on the 11th November, when I sent down his advertisement—I correct myself; my differences ceased on that day. I swear positively I know nothing of the twenty fifty-pound notes of which insolvent alleges he was robbed. I have delivered all the articles mentioned in my day-book to insolvent, and at the usual price, and have given credit to him for all sums and goods received.

The creditors present unanimously resolved, that the insolvent should not be allowed to retain any portion of his furniture or wearing apparel, and that no allowance should be made to him.