

SUPREME COURT.—IN BANK-  
RUPTCY.

MONDAY, 22nd JUNE.

(Before His Honour Mr Justice Chapman.)

OPPOSED CASES.

John Stewart came up for his last examination, and to apply for a final order of discharge. Mr W. D. Stewart appeared for the bankrupt; and Mr E. Cook opposed on behalf of the Trustee. The bankrupt having been examined at great length by Mr Cook and Mr Stewart, His Honour said that he did not think that enough had been shown to justify the suspension of the bankrupt's discharge. Final order was granted. On the application of Mr Stewart, it was directed that the cost of the opposition should be taxed by the Registrar, and paid out of the estate. An order for the sale of three houses mentioned during the examination, was granted on the application of Mr Cook.

James Walker applied for his discharge. Mr E. Cook, instructed by Mr C. R. Chapman, appeared for the bankrupt. Mr J. Smith appeared to oppose his discharge.

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The bankrupt was examined by Mr Smith respecting the purchase of certain property by Mr Walker from Mr Adam Begg, of Anderson's Bay, within the last two years. He said that he knew nothing about that purchase, which was effected exclusively by his wife with money earned by herself. He said he knew nothing whatever of the matter, signed no deed, and did not remember anything whatever in connection with it. Mr Smith then produced the conveyance of the land, in which the bankrupt's name was not only mentioned, but his signature was attached to the deed. The bankrupt identified his own signature, but asserted that he had forgotten all about it when questioned a few minutes previously by Mr Smith. The money with which the land was purchased from Begg (£37) was earned by his wife by taking in washing. Mrs Walker calculated that the house put up by her on the land would cost her £400. The bankrupt said he never had anything to do with the men who built the house. Bankrupt's business was carried on in this house. His wife received some, at least, of the money to build this house from her father and brothers. A witness having been examined, the application was adjourned for a week, in order that bankrupt's father-in-law—who is ill at present—might be in attendance to give evidence.

William Goodison came up for his last examination, and to apply for a final order of discharge. Mr Stout appeared for the bankrupt, and Mr W. D. Stewart to oppose. The bankrupt stated that at present he was carrying on business as a dealer, but that he had recently carried on business in the Plough Inn, at Caversham. When he

took possession of the hotel on November 3rd, last year, he had no money, and owed his brother, Robert Goodison, £45. He never represented to any shopkeepers that his sister, Miss Goodison, or Miss Hickling—both of whom lived in his hotel—was his wife. In answer to Mr Stout, the bankrupt stated that he was surprised to find that his sister and Miss Hickling had obtained such a quantity of goods from Herbert and Haynes, and Wilson, the draper. He never authorised them to get such a quantity of goods, although he gave them an order to get what they might require.—James Wilson, brewer, and Jas. Finch, wine and spirit merchant, stated that they had assisted Goodison to start business in the Plough Inn, by giving him an advance, for which they took a bill of sale.—D. Haynes, of the firm of Herbert, Haynes, and Co., Dunedin, stated he remembered getting the order produced from the bankrupt. He called at witness's shop once or twice with two ladies who lived with him at the hotel. After the ladies had purchased goods to the value of upwards of £50, Goodison called upon witness, and asked him to allow the account to stand over, as he was about to sell his property, and would be able to realise a good sum over and above his liabilities. He said £5 would cover the rest of his liabilities. This occurred a day before the bankrupt filed his schedule. The goods purchased were not really necessary goods. Much cheaper goods might have been obtained. All the goods purchased by the ladies were of the very best quality. There was no amount mentioned in the order given by the bankrupt. Charles Johnson, draper in Dunedin, stated

that the bankrupt went into his shop one day with two ladies, and addressing witness, said: "You will let my wife have what goods she requires." Witness replied in the affirmative, but said he would not give credit for more than a month. The bankrupt represented one of the ladies with him as his wife, and the other as his sister—Miss Goodison. Witness supplied them with goods to the value of upwards of £30. Other goods were ordered, but witness would not deliver them. The bankrupt, on being recalled, stated that when Haynes presented his bill he (the bankrupt) tried to get the goods back from Miss Hickling and his sister. He tried to get the goods back in the presence of Herbert, Haynes, and Co.'s manager. In reference to a remark by Mr Stout, His Honour said that the obtaining of the goods from the drapers was indefensible. According to Johnson, the bankrupt represented one of the women as his wife; and he (the Judge) was more disposed to believe Johnson than the bankrupt. It was no doubt foolish on the part of the drapers to give such a quantity of goods upon an indefinite order, but that did not diminish the fraud. The bankrupt's order of discharge would be suspended for twelve months.

#### FINAL ORDERS GRANTED.

Final orders of discharge were granted to David Graham and Andrew Connor.

The Court then adjourned.