



Bankruptcy of Thomas Pope

**Swindon
1891**

DRAPERY BUSINESS FOR DISPOSAL in the best position of New Swindon, Stock about £2.500, or long lease and fixtures only. Large shop and frontage. Suitable for any trade.
Thomas Pope, Draper, New Swindon.

Reading Mercury 25 October 1890

To WHOLESALE WAREHOUSEMEN, TRADERS, and OTHERS
IMPORTANT NOTICE

TO LET, with possession, at Christmas next, all that Messuage and CAPITAL SHOP, known as No, 15, FLEET STREET, NEW SWINDON, for many years occupied by Mr Thomas Pope, General Clothier, Draper and Mercer, and since by Mr. William Saunders, Outfitter.

These premises, possessing an excellent frontage, are suitable for any trade, are situate in the centre of the chief thoroughfare, and in the best part of town for trade

Applications to be made to

KINNEIR and TOMBS, Solicitors

32, High Street, Swindon, Wilts, and

10, Queen Ann's Buildings, New Swindon, Wilts.

Reading Mercury 13 December 1890

THE BANKRUPTCY ACT. 1883

Receiving Orders

(from last Tuesday night's London Gazette)

THOMAS POPE, New Swindon and Stratton St. Margaret, Wilts. Draper.

Huddersfield Chronicle 7 February 1891

THE BANKRUPTCY ACTS. 1883 and 1890

In the County Court of Wiltshire, holden at Swindon

In Bankruptcy.

No.3 of 1891

RE THOMAS POPE, of No. 17, Fleet Street, New Swindon, and Boundary House, Kingsdown, Stratton Saint Margaret, Wilts.

Receiving Order made	30th January 1891
Date and Place of First Meeting	24th February 1891 Official Receiver's Offices, Swindon, 12, noon
Date of Public Examination	11th March 1891 Corn Exchange, Swindon, 2.30 pm.

Note:- All Debts due to the estate should be paid to me.

HENRY C. TOMBS

Official Receiver

32, High Street, Swindon, Wilts.

10th February 1891

Swindon Advertiser and North Wilts Chronicle 14 February 1891

THE AFFAIRS OF MR THOMAS POPE, of New Swindon.

The first meeting of the creditors of Mr T. Pope of 17, Fleet Street, New Swindon, and Boundary House, Kingsdown, Stratton St. Margaret, who for many years has carried on the business of a draper at New Swindon, and been a member of the New Swindon Local Board, was held at the offices of the Official Receiver (Mr. H. C. Tombs) at High Street, Old Swindon, on Thursday last.

There were present, Mr Boote, London, (representing Messrs. Westhead and Co., Manchester), Mr Brown (representing Messrs. Dougald, McLaurin and Co., Bradford), Mr Ernest Mulliner of Piccadilly, Manchester, and Mr G. M. Butterworth, representing the Wilts and Dorset Bank. The debtor was present in person. Mr. A. E. Witby also represented the debtor and likewise the debtor's mortgagee.

The summary of debtor's statement of affairs showed that the gross liabilities were £7.155 7s 6d, expected to rank at £2,445 7s 1d. The assets, including £400 for the stock in trade, which said to have cost £800, £40 for trade fixtures, &c., £180 for furniture, and book debts, £258 6s 4d, were estimated to produce £898 6s 4d. From this a deduction was made of £35 9s 5d for preferential creditors, leaving a net deficiency of £1,582 1s 2d.

The list of proxies having been read over, the Official Receiver said he had nothing to add to the statements made in his report. The causes of failure alleged by the debtor were: "My advances to my two brothers and nephew and two brothers in law, who became bankrupt : the lessening of business through the short times at the Works; competition in trade, heavy trade and general expenses. I have lost some £2000 in trying to do good to others."

The receiving order was made on debtor's own petition. The sheriff was in under two executions. The debtor for many years carried on a large and lucrative business, but I think has failed to sufficiently recognise the fact that opposition had sprung up around him, and that he was not master of the situation, as he had seriously been. I have had the stock put in order by experienced agent, and I am advised it will produce more than the debtor's estimate. There is a special return of debt's due to

the estate, (but estimated as "bad") of £1,498. These are the advances above related to. He states they are all Statute barred, but the details given are without date and inadequate; he has promised further particulars. [This amount is not included in his deficiency statement].

He has a large family and states his domestic and schooling expenses have been necessarily heavy. There has been some delay on the part of debtor in rendering his statement of affairs, consequent on his books not being all posted up. The debtor in his answers to Board of Trade questions stated : " I am considering a scheme, and shall submit terms in due course, but not as a going concern." I have today heard from him that he does not purpose making any offer to his creditors. The debtor holds a lease, of his business premises, voidable on bankruptcy.

His deficiency account is as follows:- *Cr.* - Net profit arising from carrying on business from the 1st day of January, 1889, to date of receiving order, after deducting usual trade expenses, £850; income or profits from other sources since the 1st day of January, 1889, £180; deficiency as per statement of affairs, £1,582 1s 2d; total amount to be accounted for, £2, 612 1s 2d. *Dr.* Bad debts £86 14s 10d; expenses incurred since the 1st day of January, 1889, other than usual trade expenses, viz. Household expenses of self and wife and nine children, also five assistants engaged in the business, £1,200; other losses and expenses – difference on cost of fixtures and utensils estimated to produce £160; taxes, £100; gas, £100; carriage on goods, £60; personal expenses, £64; paid on writs and County Court summonses, £57; solicitor's costs in attempting private arrangement, £82; deficiency unaccounted for, £12 6s 4d; total amount unaccounted for. £2,612 1s 2d.

Mr Butterworth asked who were the creditors put down as fully secured, and the Official Receiver replied there was only one fully secured creditor, and that was the mortgagee, Mr John Withy, for £4,550. Mr Brown said he supposed they had no option but to move that the debtor be adjudicated a bankrupt, and he proposed a resolution to that effect. The Official Receiver seconded, and it was carried.

Mr Brown then proposed that Mr Ernest Mulliner, incorporated accountant, of 1, Piccadilly, Manchester, should be trustee of the estate, at a remuneration to be fixed by the committee of inspectors. The Official Receiver said his special instructions from trade creditors were for the appointment of Mr Mulliner. Mr Butterworth said it was also the wish of the Bank. The proposition was unanimously agreed to.

The following gentlemen were then appointed as a committee of inspection. Mr W. E. Milne (Messrs. Westead and Co. Manchester), Mr Brown (Messrs. Dougald and McLaurin and Co. Bradford), and Mr Alfred M. White (Messrs Forster, Porter, and Co., London). The meeting was terminated.

Debtor's public examination will take place at the Corn Exchange, Swindon, on Wednesday, March 11th.

Swindon Advertiser and North Wilts Chronicle 28 February 1891

In Bankruptcy

RE THOMAS POPE

Genuine Unreserved SALE of CAPITAL FURNITURE and EFFECTS, removed from No.9 Fleet Street, New Swindon, and Boundary House, Stratton St. Margaret, for convenience of Sale.

MESSRS. BISHOP & DAY are instructed to SELL by AUCTION, at the Corn Exchange, Swindon, on Wednesday, March 25th, 1891, at 12 o'clock precisely, a large quantity of

FURNITURE AND EFFECTS

Including :- Mahogany sideboards, mahogany bookcase, mahogany couch, circular mahogany table, mahogany vis-a-vis upholstered in Damask, mahogany hat and umbrella stand, eight day clock in long inlaid mahogany case, skeleton and Alabaster clocks under glass shades, mahogany, easy, and other chairs, mahogany dining table and Cheffonier, mahogany work table, walnut sideboard, walnut cabinet, two walnut suites upholstered in velvet and tapestry respectively, walnut loo tables, music Canterbury two pianos, rosewood whatnot, work table and card table, screens, library chairs, saddlebag, easy chair, two iron safes, steel top and other fenders, fire brasses and irons, curtain poles and rings, pair of engravings in ornamental frames, pictures, mantel glasses, old bible dated 1717, carpets, hearthrugs and mats, brass and iron half tester and other bedsteads, feather beds, bolsters and pillows, spring mattresses, palliasses, bedroom suites, mahogany and other wardrobes, mahogany commode, washstands and ware, mahogany and other chests of drawers, towel airers, cane seat chairs, sheets, blankets and counterpanes, Kidder, Brussels, and other carpets, clocks, a quantity of plated goods, deal kitchen tables, Windsor chairs, kettles, saucepans and buckets, plate racks, scales, kitchen utensils, the usual domestic requisites, garden roller, and numerous other useful effects.

May be viewed Morning of Sale, and Catalogues obtained of
THE AUCTIONEERS
Faringdon Street, Swindon.

Swindon Advertiser and North Wilts Chronicle 14 March 1891

SWINDON, WILTS IMPORTANT SALE OF SHOPS AND HOUSES Re Thomas Pope, in Bankruptcy

MESSRS. BISHOP & DAY are instructed by the Mortgagee to offer for SALE by AUCTION, at the RIFLEMAN'S HOTEL, NEW SWINDON, on Monday, May 4th 1891, at 7 p.m., the following

FREEHOLD PROPERTIES :- NEW SWINDON

Lot 1 : No. 15, FLEET STREET, NEW SWINDON, A SHOP AND DWELLING HOUSE, with a frontage to the main street of 20 feet or thereabouts, formerly let at a rental of £70 per annum, but now void; also a DWELLING HOUSE at the rear of No. 15, Fleet Street aforesaid, and being No. 12 HENRY STREET. This house contains sitting rooms, kitchen, and 5 bedrooms, and is in the occupation of Mrs Hardiman at a weekly rental of 9s., the landlord paying rates and taxes and water rate.

Lot 2 : No. 18 FLEET STREET, A SHOP AND DWELLING HOUSE, containing two bedrooms and kitchen, with a garden in the rear (94 feet in length or thereabouts), in the occupation of M. W. Harvey, eating house keeper, at a rent of 12s per week,, the landlord paying rates and taxes and water rate.

Lot 3 : No. 19 FLEET STREET, a similar lot to the last mentioned, and adjoining same. Let to Mr

Wilson on a lunar monthly tenancy at a rental of £2 8s per month, , the landlord paying rates and taxes and water rate.

Lots 2 and 3 will first be offered together, and, if not sold, then in separate lots.

Lot 4 : No. 80 REGENT STREET, A SHOP AND DWELLING HOUSE containing kitchen, scullery, 3 bedrooms, and large attic, with a paved yard and garden about 45 feet in length. This lot is let to Mr W. Evans, tailor, on a quarterly tenancy at a rent of £35 per annum, the tenant paying rates and taxes.

OLD SWINDON

Lot 5 : The SEMI DETACHED VILLA RESIDENCE known as HIGHFIELD HOUSE, THE SANDS, containing on the ground floor drawing and breakfast rooms, kitchen and scullery, on first floor 5 bedrooms, bath room, and w.c.; and on the second floor 2 bedrooms. There is also a large walled in garden. This lot is in the occupation of Miss Dodd under a lease for 7 years, determinable by lessor or lessee at the end of third or fifth year, from 24th June, at a rent of £50 per annum, tenant paying rates and taxes.

Lot 6 : A PIECE OF BUILDING LAND adjoining the last described lot, and having a frontage of 48 feet or thereabouts to THE SANDS, with a depth of about 220 feet. This lot is in hand, and forms a most eligible site for a good house.

Lots 5 and 6 are subject to the usual building and other covenants applying to the building estate of Ambrose Lethbridge Goddard, Esq. Situate on The Sands.

Particulars and conditions of sale may be obtained of
Mr. A. ERNEST WITHY, Solicitor, New Swindon

and of

THE AUCTIONEERS
Faringdon Street, New Swindon.

Swindon Advertiser and North Wilts Chronicle 25 April 1891

THE AFFAIRS OF MR THOMAS POPE OF NEW SWINDON ADJOURNED PUBLIC EXAMINATION

The adjourned examination in bankruptcy of Mr. Thomas Pope, of Fleet Street, New Swindon was held at the County Court offices, Cricklade Street, Old Swindon, on Wednesday inst. The Registrar (Mr H. Kinneir) presided, and there were present, besides the debtor, Mr H. C. Tombs (Official Receiver), Mr D. P. Boote, of London (representing the trustee, Mr E. Mulliner, of Manchester), and Mr A. E. Witby (representing the debtor).

The examination was opened by the Official Receiver asking the debtor a number of questions as to his mode of account keeping. He produced debtor's books of accounts, and questioned upon various entries therein. In dealing with an account between debtor and a Miss Penton, a former assistant to Mr Pope in the drapery business debtor observed that it would take a long time to explain the whole circumstances, but briefly he might state that Miss Penton was engaged at an annual salary, and she had goods from the shop on account. When is left he "squared" the accounts between them with her

father, who was then a commercial traveller residing at Marlborough. Miss Boswell, another of his assistants, also had a running account with him, having goods from the shop at cost price. Respecting Mr G, Bosley's claim, he (debtor) had a running account with him, which was not adjusted for years. They used to "square up" as near as possible, but he did not get Mr Bosley's last account against him till after he had filed his petition. There was now a difference between them of £1 in Mr Bosley's favour, and which he was claiming against the estate.

His accounts in the ledger covered a number of years, from 1877 to 1890, and were entered promiscuously. Most of his accounts were general trading accounts. His sister, Miss E. Pope, who was now claiming against his estate, was a creditor for about £65; she formerly lived with him as assistant for a number of years at a fixed salary. During that period he never balanced up his accounts with her, and when she left it was found that a salary amounting to £130 was due to her, the amount of salary which he agreed to pay her being £35 per annum. This was in the year 1882. When she left him she went away from the town and set up in business partly on her own account. He supplied her with parcels of goods in lieu of paying her money he owed her. Giving his sister credit for that. Not adding interest charged for the amount of money which he owed her, he believed that the amount now due from him to her was about £65. Mr Boote said he was satisfied with the debtor's explanation with regard to three accounts, and he did not wish the Official Receiver to pursue the examination on that particular point any further.

The Official Receiver then proceeded to question the debtor as to his entries of his dealings with Messrs. Westhead and Co., Messrs. Hind, Parker, and Co., and other firms. Coming to some further accounts in the ledger of dealings with local tradesmen, the Official Receiver observed that there was an entry of £10 3s 1½d due from Mr M. Bertish for goods supplied, but which debtor had since (recently) marked "Settled per contra", but giving no details. The debtor gave his explanation of this that, in going through the books with Mr. Hunt, who was appointed to do so by the Official Receiver he marked off those which he knew from memory had been paid; no details were given, because they were not entered at the time of the transaction, and in many cases he did not remember the circumstances. In this account of Mr Bertish's, he believed it would be shown in another of his account books that only money Mr Bertish owed him was £5 15s 9¼d for goods he had in March and April 1889. The Official Receiver : What would be the nature of that contra account with Mr Bertish: he is a jeweller, is he no?. Debtor: He trades in drapery. I remember what it was for. It was for a piece of twill sheeting which I had of him, being out of stock.

The Official Receiver eluded to one the account shown to be due from a Mrs Wood. The amount was small, only 6s 2½d, but that and others were marked off in a similar manner as being settled by contra. He merely mentioned these instances, and questioned the debtor upon them to show debtor's system of book keeping. The amounts in the book shown to be due were simply marked "paid" and initialed by the debtor. There was another account against M Protheroe for £1 10s, but that had since been marked off as paid by contra. Could the debtor explain the particulars of the contra account. Debtor said he could. In the first place Mr Protheroe owed him £1 10s. He (debtor) went to him and had his photograph taken, and on one occasion his daughter went and had their dog photographed. Mr Boote next examined the debtor at some length, and produced a letter written by the debtor to Messrs. Westhead and Co., London on the 31st December 1889 and enclosing a statement of his stock in trade, &c. estimated at that time by him at £2,600, and he added that Mr Saunders, a draper, of Gloucester, went through the stock with him and could substantiate his figure. Debtor here said that he and Mr Saunders did not thoroughly take stock, but they "gauged" it, and he believed now that their estimate was fairly correct. Mr Saunders did not go through the book debts minutely.

Mr Boote next alluded to a statement of the debtor's stock in trade, &c., made out by Messrs. Stavert and Co., and signed by the debtor on the 11th January, 1890, within a fortnight of Mr Saunders' estimate being made, and this put the stock, &c., at £2000, or about £600 less than Mr Saunders estimate, but of course there were sales going on during the eleven days between the time of the two estimates being made. Debtor observed that the two estimates made out were very near the same amount. Mr Boote observed furthermore that debtor's estimate of his furniture at his shop and residence was £327, and that the value of his different properties over the amount of the mortgage was £1,700. In answer to Mr Boote, debtor said that it was upon the statement made out by him, as prepared by himself and Mr Saunders, that Messrs. Westead and Co. supplied him with goods to the value of nearly £500, but his brother had to be responsible for about £200 of that sum.

Debtor was further questioned as to the disposal of some of his property, and said that it had been sold, including a billiard table and some shares in the Starr Bowkett Building Society.

Mr Boote next asked the debtor as to his monetary transactions with his brothers, and he said he had lent them money some years ago which they had never paid back, and most of these claims against them were now statute barred, by reason of the long period since the debts were contracted some 14 years ago. To one brother he lent £120, to another £90, and so on. The last mentioned item he knew he lent in hard cash.

Mr Boote observed that in debtor's statement of accounts supplied there was another item "£300 loss on taking over business at Frome." Could he explain that ?. Debtor said he bought this business at Frome for his brother, Mr W. Pope about 16 years ago, at about £800. He never handed the business over to his brother, but all the stock was bought in his (debtor's) name. But the understanding was that his brother was to have any profits arising out of the business. He did very well at first, but after a while others stepped into the area, and he did not do so well and left. Then the business was thrown back on his (debtor's) hands, and he had to discontinue it, losing the sum he had mentioned. In this particular matter he had simply financed his brother.

Mr Boote said there was another item of loss put down by the debtor, which he would like explained : "*Wiltshire Times* venture." What was that ?. Debtor replied that some years ago he was induced to take shares to the value of £20 in a new Radical paper started in Swindon, but it failed, and he did not get his money back, though other shareholders were paid.

Mr Boote said he would like explanation upon another item : "Henry Ellison, £23". Debtor said he sold Ellison a horse, and he "went wrong" three weeks afterwards, and at the present time was in bankruptcy. In fact, a large number of his debtors had gone into bankruptcy, and therefore he could not obtain the amounts which he had put down as owing to him.

Mr Boote : With regard to the mortgages on your property. The first mortgage you raised was for £4,300. Debtor : I don't know the amount. It went to pay some of my debts. My properties were always subject to a mortgage.

Mr Withy having put several questions to the debtor, and satisfactory answers being given. Mr Boote said he should now apply to the Registrar to order debtor to file some further statement of accounts. The accounts he was instructed to ask on behalf of the trustee were as to the debtor's trading since 11th January 1890; also an amended deficiency account, based upon the statement made out by the

debtor at that date. He also asked for a profit and loss account, showing debtor's trading and personal expenses, and his gross profits from the trade; likewise a cash account, showing debtor's receipts and payments from the 11th January 1890. Mr Boote remarked that, as had already been pointed out. There was a considerable discrepancy in the accounts, which require further explanation by the debtor. The statement prepared on January 11 th, 1890, at the instance of the debtor, showed his estate to have a balance to the good of some £4.000 odd, and now at the time of the bankruptcy there was a deficiency of over £1.000, showing that practically within a year £6.051 had gone, and he wished to have further particulars as to what had become of that sum. Mr Withy observed that debtor never had kept a cash account, and therefore it would be impossible for him to render such an account as Mr Boote asked for. If the Court ordered it, debtor could only give it from memory, he (Mr Withy) contended that debtor had most fully explained each item as the questions relating thereto had been put to the debtor by Mr Boote. The Registrar observed that it was essential that debtor should give all the information he possibly could regarding his estate, but the question was, could he do more than he had already done?. The examination must necessarily be adjourned again, and in the meantime he would consider the question raised by Mr Boote.

The examination was then adjourned till the 28th inst. at 3 p.m..

Swindon Advertiser and North Wilts Chronicle 9 May 1891

SWINDON COUNTY COURT

Wednesday

THE BANKRUPTCY OF A NEW SWINDON DRAPER:

THE APPLICATION FOR TRANSFERRING THE PROCEEDINGS TO MANCHESTER REFUSED

Re THOMAS POPE, a bankrupt. Lately carrying on business as a draper at New Swindon. In this matter Mr C. A. White, barrister, of London, applied to the Court on behalf of the trustee of the estate (Mr E. Mulliner, of Manchester), for a transfer of the further proceedings in bankruptcy to Manchester, on the ground that the trustee and committee of inspection, and also several of the largest creditors resided at or near that city, and on the ground that the transfer would be beneficial to the creditors generally. He pointed out that the claims of three unsecured creditors against the estate, and who resided near Manchester, amounted to £1.131 13s 11d, or about one half of the total claims against the debtor, the total liabilities amounting to £2.445 7s 5d. The total number of creditors was 40. It was a matter, he said which would require a very thorough and searching investigation, and possibly that would be more satisfactorily carried out in Manchester by an impartial tribunal than in this Court, which was a comparatively small place. He might further add that Mt Tombs, the Official Receiver, in this district, and Mr Kinneir, the Registrar, were partners carrying on business in the town as solicitors, and this firm had acted for the bankrupt for a great many years. He did not wish to say one word of inference against the firm, but he merely mentioned the fact for his Honor to attach what importance he liked to the statement. But he thought it would be better to remove the proceedings so that there could not be room for the least suggestion that these proceedings were not conducted with the greatest impartiality.

Mr White went on to say that there were certain other facts to which he wished to call his Honor's attention. On the 11th January, 1890, a statement of debtor's affair at that time, signed by himself, was sent to the firm of Messrs. Westhead and C., London, showing a surplus in his estate of no less than £4.479 4s 7d. Now at the time of the receiving order debtor,s statement of affairs showed a deficiency of £1.582 1s 2d, thus showing that practically within one year, a deficiency was shown

£6.061 9s, which had to be accounted for in some way. Mr White read an affidavit filed by Mr Mulliner, the trustee of the estate in support of the application, and submitted that this was a case in which his Honor should exercise his power and discretion under the act, and grant the application.

Mr A. E. Withy, representing the debtor and also the mortgagee of the debtor's property, said he opposed the application. Mr H. C. Tombs, the Official Receiver, also opposed the application, and pointed out that the whole estate of the bankrupt was in this neighbourhood, and also that a large number of debtors to the estate resided in the neighbourhood. As pointing out the inexpediency of removing the proceedings to Manchester, Mr Tombs said there were some claims against the estate by relations of the debtor; one was the bankrupt's sister living in Frome, and it would involve considerable hardship on her to have to go from Frome to Manchester in any matter connected with the bankruptcy.

His Honor: Has the trading been here? Mr Tombs replied in the affirmative; the whole of it at New Swindon. Mr Tombs went on to point out that the public examination of the debtor had already been opened at this Court and adjourned several times. There was another matter to which he wished to call his Honor's attention, and that was to debtor's supplementary statement of his bad debts, which amount to £1.498, and which were all family debts. It would be rather an expensive luxury, he remarked, to take all these people to Manchester if they were required for private examinations at all. He would like to point out that the trustee and committee of inspection could hold their own meetings at Manchester, and decide upon any course upon which they wished to proceed, but it would be unfair to remove the proceedings now they had gone so far in this Court.

Mr G. W. Butterworth said he was appearing for the Wilts and Dorset Banking Company, to support the application, but he was in a rather peculiar position, and the banking Company had not yet proved their debt; they were in a peculiar position; they were partly secured creditors as second mortgagees whose security depended on the position of the first mortgagee, whom Mr Withy represented.

Mr Withy submitted that as the Wilts and Dorset bank had not yet proved, Mr Butterworth was not entitled to be heard in this matter. On behalf of the debtor, Mr Withy said he supported the remarks of the Official Receiver, and opposed the application. As pointed out with reference to the statement of debtor's position on the 11th January, 1890, that though it was signed by him it was prepared by a member of the firm of accountants to which the trustee of the estate himself belonged; this had been sworn in evidence by the bankrupt himself. He (Mr Withy) submitted that the trustee and the creditors were in the position of plaintiff in the case and the debtor as defendant, and in all such cases it was the custom to hold the proceedings where the defendant resided.

There was only one other matter to be done in regard to the estate, and that was to realise the freehold property, the whole of which was in the parish of Swindon. The public examination was still proceeding in this Court, and at the last meeting for examination of the debtor.

Mr Boote, on behalf of the trustee made an application to the Registrar which also stood adjourned. Here were matters still running in this Court in connection with the bankruptcy, which had been adjourned till the 28th inst. The thorough investigation of the affairs, could he submitted, take place here as well as at Manchester. It had not been proved that it would be beneficial to the estate to remove the proceedings to Manchester County Court, and he again submitted that, as the whole of debtor's property was in Swindon and in the jurisdiction of this Court, there was no grounds for removing the proceedings to Manchester.

Mr White referred to the commencement of the public examination of the debtor at this Court, and said it had always been the desire of the trustees to postpone the public examination till after this application; it was against the wishes of the trustee and committee of inspection that the examination had been commenced. But even now there was practically a break in the examination, and at a point where it could be resumed at Manchester. It had been suggested that there was nothing whatever to be done now in this matter but to distribute the dividend. He submitted, however, that a great deal remained to be done, and that should be done at Manchester and not at Swindon.

His Honor said that having regard to all the circumstances of the case he thought it was not a matter in which the creditors would benefit by the removal of the proceedings to Manchester. It might be necessary to have private examinations of certain persons in connection with the bankruptcy, and that could be done more economically here than at Manchester. He thought the suggestion that the Official Receiver and the Registrar were partners in the firm of solicitors who had acted for the bankrupt for many years was in favour of the proceedings being returned to the Court, because unless the inference was to be drawn that they would shield the bankrupt; which he thought was a very improper suggestion to make unless it was supported by the very strongest evidence the fact of their having been acquainted with the debtor so long meant that with this considerable knowledge of the debtor, they would be able to obtain all the evidence necessary. The application must therefore, be refused.

Swindon Advertiser and North Wilts Chronicle 16 May 1891

THE BANKRUPTCY OF MR THOMAS POPE

The adjourned public examination of this debtor, formerly carrying on business as a draper at New Swindon, was held at the County Court Offices, Cricklade Street, Old Swindon, on Thursday afternoon last, before the Registrar (Mr H. Kinneir). There were also present, the debtor and his solicitor (Mr A. K. Wither), and Mr Boote, of London (representing the trustee of the estate, Mr Ernest Mulliner, of Manchester).

After the proceedings had opened, the Registrar referred to the applications made by Mr Boote at the last examination for debtor to file a further detailed statement of his accounts. He (the Registrar) said he thought there should be some further explanation and detail given by the debtor of his deficiency account. But the difficulty arose as to whether debtor was in a position to file any further details. It seemed to him to be in the interest of the debtor himself that further accounts should be filed, because under the new Bankruptcy Act of 1880, if the Trustee should report and satisfy the Court that the debtor had not kept his books of account properly, it would affect materially the debtor obtaining his discharge. He (the Registrar) thought that under all circumstances further details should be given by the debtor as to his deficiency account. He remarked that at the previous examination Mr Boote relied a great deal upon the debtor's statement of accounts prepared by Messrs, Stavert & Co., but, as he understood, the Trustee of the estate was really a member of that firm, and one would have thought that he would have the means of obtaining the information which he asked for. However, he should make an order for debtor to file a further statement of his deficiency account within 14 days.

Mr Wither suggested that some assistance should be given the debtor by the Court to do this, either by appointing an accountant or allow costs for his solicitor. The Registrar said he would reserve the question of costs.

Mr Boote then asked for another adjournment of the public examination. He said he had no idea what further details to be furnished by the debtor would disclose, and he contended that there could be

possible no harm or detriment to the debtor by another short adjournment. At present the trustee was very dissatisfied with the debtor's affairs.

The Registrar thought that by a further adjournment of the public examination no benefit to the estate would be derived, and it would be only increasing the expenses. He remarked that the first examination was adjourned on Mr Boote's application, he then suggesting that the trustee himself would attend and examine the debtor. He (the Registrar) must certainly say that that would have been much the best course, as instructions given to a solicitor, no matter however able he might perform them, would not be so clear as the trustee himself would put the matter, and especially in the case, where the trustee had a special knowledge of the affairs.

However, he (the Registrar) would adjourn the examination for another month, but he should make this special note, that the costs of the adjournment generally be left entirely at the discretion of the Court.

The examination was then adjourned till Monday, the 29th June, at 3 p.m.

Swindon Advertiser and North Wilts Chronicle 30 May 1891

THE BANKRUPTCY OF MR. T. POPE

The adjourned examination of the debtor, a draper, of New Swindon, was held at the County Court Offices, Cricklade Street, Swindon, on Monday afternoon.

The Registrar (Mr H. Kinneir) presided: Mr D. P. Boote of London represented the trustee (Mr E. Mulliner, of Manchester), and Mr A. E. Withy appeared for the debtor. After a few questions had been put to the debtor by Mr Boote, the public examination was adjourned till Thursday, to enable the debtor to read over the shorthand writer's notes, and then the examination was closed.

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OPC Notes.

- 1) £10 in 1891 would be worth about £890 today.
- 2) He had 6 brothers; John Henry, William, Thomas Jabez, Ebenezer and Benjamin James Pope. Except for Jabez they were all in the Drapery/Outfitters trade.
- 3) The photographer was James Smith Protheroe of 30 Regent Street, Swindon