

THE LAW COURTS.

BANKRUPTCY CASE.

ACCOUNTANT'S BOOKS.

Judge Suggests Inspection.

"It appears that somebody is endeavouring to mislead the Court if the facts turn out to be what they appear to be *prima facie*," said Mr. Justice Wolff in the Bankruptcy Court yesterday when adjourning sine die an application by Samuel Mackomel, of Cottesloe, for discharge from bankruptcy.

His Honour said that he did not want to be hasty about passing an opinion on Robert Maslen, an accountant, of St. George's-terrace, Perth, and his actions, but he asked Mr. N. Good, of the Commonwealth Crown Solicitor's Office, to get Commonwealth investigation officers to look into the matter and inspect Maslen's books. Maslen would be given notice to attend the Court.

Mackomel gave evidence that his application was before the Court last June, and Mr. Justice Wolff then directed that his creditors be paid a further 15/- in the £1 to bring the

a further 15/ in the £1 to bring the payments up to 20/ in the £1. Over 12 months ago Maslen had told him that he had fixed up witness's debts. At first Maslen told him that he had paid 20/ in the £1. Later Maslen told him that he had paid 10/ in the £1, and subsequently witness discovered that Maslen had paid 5/ in the £1. Witness had paid Maslen amounts of £65, £84 and £50. Maslen had advanced witness £65 and £84, and witness paid those amounts back in instalments furnished by witness's wife.

Offer of Settlement.

Frederick Charles Washing testified that in July, 1930, he obtained a judgment against Mackomel in the Perth Local Court for £95/11/7, made up of damages as a result of an accident and costs. About the end of May, 1944, Maslen visited witness's home at Mt. Lawley and offered witness £25 in settlement of Mackomel's debt. Witness refused that amount, and Maslen prevailed upon him to accept £70 in settlement. The next day Maslen paid him £70, and witness signed a receipt for that sum. He also signed another document relating to Maslen's equity in the debt.

Answering Mr. Good, who appeared for the Official Receiver (Mr. A. H. Johnson), witness said that the signature on a receipt for £23/17/10 and dated July 24, 1944, was his, but he had left Australia

was his, but he had left Australia for service overseas on June 8, 1944. He had not written the date on the receipt. About six months ago Maslen came to see him at witness's office in Newcastle-street, Perth. Maslen intimated that he wanted to pay witness the balance of £25/11/7 and suggested that witness hand that amount back to him straight away. Maslen said: "To get a clearance we must pay you 20/ in the £1, and if you like to give me something back for the work I have done you can." Witness said that he would accept the money, but that Maslen would not get a penny back. He accepted an amount from Maslen that could have been £25/11/7. Maslen produced a receipt which witness signed. The signature on a receipt produced dated July 3, 1946, and for £71/13/9 was witness's. The amount on that receipt and the amount on the receipt for £23/17/10 were inked in.

Witness's Doubt.

To Mr. M. Crawcour, who appeared for Mackomel, witness said the amounts on the receipts were not in witness's writing. He doubted whether the figures showing the amounts were there when he signed the receipts.

Benjamin Joseph Surman deposed that in 1930 he was conducting a milk depot at West Leederville. At the time of Mackomel's bankruptcy Mackomel owed him £58/0/2 for milk

transcribed by October 1942 by AT

Mackomel owed him £58/0/2 for milk supplied. In October, 1943, he attended a meeting of creditors at which a composition of 5/ in the £1 was turned down because Mr. Wash- ing, who was not present, would not accept it. Witness later agreed to accept £15, which was about 5/ in the £1. Maslen beat him down to £10, and witness gave Maslen a receipt for that amount. A receipt produced in Court was for £14/10/. On a later occasion Maslen said that he had to give witness some more money, and Maslen then gave him £10 and £4. In all, witness had received £24, and there was still £34/0/2 owing to him.

Mr. Good: My instructions are that the Official Receiver is opposed to the granting of any discharge until such time as all the debts have been paid in full in accordance with your Honour's direction,

Mr. Crawcour: I will not ask for a discharge at this stage. Your Honour made a direction, and I was of the opinion that it had been carried out.

His Honour then adjourned the application sine die.