

**THE HIGH COURT**

**BANKRUPTCY**

**[2012 No. 2479 BANKRUPTCY]**

**[2012 No. 2480 BANKRUPTCY]**

**IN THE MATTER OF**

**BRIAN O'DONNELL AND MARY PATRICIA O'DONNELL**

**BANKRUPTS**

**JUDGMENT of Ms. Justice Costello delivered on 6th day of October, 2015.**

**Introduction**

1. In this judgment this Court deals with a number of motions which are brought both by the Bankrupts, their four children, and the Official Assignee seeking various reliefs and which was heard before this Court on 19th May, 2015.

**Notice of motion of 9th February, 2015, brought by Blake O'Donnell, Blaise O'Donnell, Bruce O'Donnell and Alexandra O'Donnell.**

2. This Motion was brought by the four adult children of the Bankrupts, Mr. Brian O'Donnell and Dr. Mary Patricia O'Donnell, returnable for 23rd February, 2015. Two substantives reliefs were sought. An order for discovery was sought against the Official Assignee and an order was sought providing the sound recording of the hearing before the High Court on 27th January, 2015, under O. 123 of the Rules of the Superior Courts. In view of the fact that this Court gave the moving parties liberty to take up a transcript of the Digital Audio Recording (DAR) of the *ex parte, in camera* hearing before this Court on that date, this relief is now moot.

3. The moving parties seek discovery against the Official Assignee in respect of two categories of documents as set out in their letter to the Official Assignee's solicitors dated 4th February, 2015. The categories are:-

**"Category 1**

*All Documents between The Governor and Company of the Bank of Ireland and the Official Assignee relating to the proposed examination of Blaise O'Donnell, Bruce O'Donnell, Alexandra O'Donnell and [Blake O'Donnell] under Section 21 of the Bankruptcy Act 1988...*

**Category 2**

*All Documents between Risk Management International Limited and the Official Assignee relating to the proposed examination of Blaise O'Donnell, Bruce O'Donnell, Alexandra O'Donnell and [Blake O'Donnell] under Section 21 of the Bankruptcy Act 1988."*

4. The Official Assignee has brought a motion seeking to examine the moving parties pursuant to s. 21 of the Bankruptcy Act 1988 in relation to their possession or control of any assets of the Bankrupts or any information they may have regarding the ownership or whereabouts of certain assets. My decision in respect of that application is dealt with later in this judgment. Section 21 of the Act provides as follows:-

*"(1) [t]he Court may summon before it a bankrupt or any person who is known or suspected to have in his possession or control any property of the bankrupt or to have disposed of any property of the bankrupt or who is supposed to be indebted to the bankrupt, or any person whom the Court deems capable of giving information relating to the trade, dealings, affairs or property of the bankrupt.*

*(2) The Court may examine him on oath concerning the matters of aforesaid, either orally or on written interrogatories, and may reduce his answers to writing and require him to sign them.*

*(3) The Court may require him to produce any books of account and papers in his possession or control relating to the matters aforesaid..."*

5. When a person is adjudicated a bankrupt all of his property on the date of adjudication vests in the Official Assignee for the benefit of the creditors of the Bankrupt.<sup>1</sup> To that end the Official Assignee is obliged to make enquiries in relation to the estate of the Bankrupt and his assets initially from the bankrupt and thereafter from other parties whom he reasonably believes may have relevant information. Where a bankrupt or a party who either has possession of assets which the Official Assignee reasonably believes form

part of the estate of the bankrupt or has information in relation to assets of the bankrupt fails to furnish either the assets or the information upon request to the Official Assignee, it is open to the Official Assignee to seek an order summoning the bankrupt or such other person pursuant to s. 21 of the Act of 1988 to be examined in relation to the relevant matters. The enquiries and investigations of the Official Assignee are inquisitorial rather than adversarial in nature. If a party is examined by the Court pursuant to s. 21 this does not alter the fundamental nature of the inquiry.

6. Examination of a party before the Court pursuant to s. 21 is thus not *inter partes* litigation. In fact it is the Court who is seeking to elicit information through the Official Assignee regarding the estate of a bankrupt.

7. On the other hand, the purpose of discovery is to enable the party seeking discovery either to enhance his own case or to undermine that of his opponent. As was famously stated by Brett L.J. in *Compagnie Financière et Commerciale du Pacifique v. Peruvian Guano Company* (1882) 11 Q.B.D. 55 at p. 63:-

*"...every document relates to the matters in question in the action, which not only would be evidence upon any issue, but also which, it is reasonable to suppose, contains information which may – not which must – either directly or indirectly enable the party requiring the affidavit either to advance its own case or to damage the case of his adversary..."*

8. It is thus clear that the discovery sought by the moving parties is misconceived; they are not engaged in litigation against the Official Assignee. They are required to assist the Official Assignee in his investigation into the affairs of the Bankrupts and, if they do not co-operate in this regard with the Official Assignee, then they may be summoned to the Court, to be examined under oath in relation to their knowledge of assets and affairs of the Bankrupts. Therefore there is in fact no requirement that the person with information pertaining to the affairs of a bankrupt be furnished with any documentation such as was sought by way of discovery by the moving parties. The discovery sought is neither relevant nor necessary to the matter before the Court. Thus, I refuse the relief sought at para. (1) of this Notice of Motion.

**Notice of motion of 18th March, 2015, brought by Brian O'Donnell A Bankrupt, Mary Patricia O'Donnell A Bankrupt, Blake O'Donnell, Bruce O'Donnell, Blaise O'Donnell and Alexandra O'Donnell returnable for 23rd March, 2015.**

9. In this Notice of Motion the Bankrupts and their four adult children seek four substantive reliefs as follows:-

- "1) That the search and seizure warrant of 27th January 2015 granted by the Court be rescinded;*
- 2) That the chattels seized from Gorse Hill, Vico Road, Killiney, Co. Dublin be returned to Blake O'Donnell, Bruce O'Donnell, Blaise O'Donnell and Alexandra O'Donnell;*
- 3) That the damages (including aggravated, punitive and exemplary damages) be awarded against Christopher Lehane and Alex Matthews; and*
- 4) That Alex Matthews be removed from the management Brian O'Donnell and Mary Patricia O'Donnell's bankruptcy (sic)".*

10. On 27th January, 2015, this Court made an order granting a search warrant to the Bankruptcy Inspector and the Official Assignee pursuant to s. 28 of the Bankruptcy Act 1988. The Warrant provided:-

*"[w]hereas by evidence duly taken upon oath it hath been made to appear to the satisfaction of the Court that there is reason to believe that property of the said Brian O'Donnell and Mary Patricia O'Donnell is concealed and held in the house or any other buildings at Gorse Hill, Vico Road, Killiney, County Dublin.*

*You are hereby authorised and required, with necessary and proper assistance to enter, in the daytime, into the said house or any other buildings situate at Gorse Hill, Vico Road, Killiney, County Dublin aforesaid and their diligently the search for the said property; and of any property of the said Bankrupts should be therefore found by you on such search that you seize the same, to be disposed of as dealt with according to law."*

11. The Warrant was executed on the morning of 28th January, 2015. It does not authorise multiple executions. It follows that nothing remains to be rescinded and accordingly the first relief in this Notice of Motion must be refused. Insofar as there is a dispute concerning the fruits of the Warrant, that is a separate issue that remains to be resolved by the Court if the parties fail to agree. It does not afford a ground for rescinding the Warrant after it has been executed. Furthermore, the Order has been appealed to the Court of Appeal and the appeal is still pending. The moving parties may not seek both the rescission of the Order from the High Court and an Order from the Court of Appeal overturning the original Order of the High Court at the same time. This amounts to an abuse of process and is a further reason to refuse this relief.

12. The second relief goes to the ownership of the chattels which have been seized by the Official Assignee from the premises known as Gorse Hill, Vico Road, Killiney, Co. Dublin. The Official Assignee was authorised to seize certain chattels pursuant to the Warrant of 27th January, 2015. It is clear from the evidence before this Court in various affidavits that ownership of many of the chattels formerly *in situ* in Gorse Hill is in dispute.

13. The Official Assignee points to a settlement agreement entered into between, *inter alia*, the Governor and Company of the Bank of Ireland ("the Bank of Ireland"), the four adult children of the Bankrupts, and the Bankrupts on 3rd December, 2012. This was a settlement of proceedings entitled *The Governor and Company of the Bank of Ireland v. Blake O'Donnell, Bruce O'Donnell, Blaise O'Donnell, Alexandra O'Donnell, Brian O'Donnell, Mary Patricia O'Donnell, Vico Limited, Chancery Trustees Limited and Vico Barton Limited 2012/4283P*. The adult children were represented by Mullan and Associates, solicitors. By letter dated 3rd December, 2012, they wrote as follows:-

*"[w]e confirm that our clients will hold and maintain the contents of Gorse Hill listed in 'BOD1' of the affidavit of Brian O'Donnell sworn on the 14th of May 2012 without dissipation until the determination of the High Court proceedings entitled Alexandra O'Donnell, Blaise O'Donnell, Blake O'Donnell and Bruce O'Donnell -v- The Governor and Company of the Bank of Ireland, Bank of Ireland Private Limited and Tom Kavanagh and bearing record number 2012/7554P.*

*Our clients agree that should they fail to achieve relief in those proceedings, that is the proceedings referred to above and bearing record number 2012/7554P, they will renounce any and all claims they, or any one of them, have to the said*

*contents of Gorse Hill in favour of the Trustee in Bankruptcy or Official Assignee appointed in Bankruptcy of Brian O'Donnell and Mary Patricia O'Donnell. Nothing herein should prejudice our clients' right to negotiate with the trustee in bankruptcy of (sic) Official Assignee for the purchase of the said contents."*

14. The Bankrupts wrote in similar terms on 3rd December, 2012:-

*"[w]e confirm our agreement to the terms of settlement made between our children (the first four Defendants herein) and the Plaintiff [Bank of Ireland] concerning the chattels at Gorse Hill to the effect that if our children are unsuccessful in those proceedings the chattels at Gorse Hill shall vest in the Trustee in our Bankruptcy or the Official Assignee as the case may be."*

15. It is in common case that the proceedings bearing record number 2012/7554P were disposed of by a judgment of the Supreme Court (Appeal No. 418/2013) on 19th December, 2014, and the children of the Bankrupts failed to achieve relief in those proceedings. The Official Assignee argues that he is therefore entitled by agreement of both the Bankrupts and their four adult children to all of the contents of Gorse Hill and in particular those listed in 'BOD1' of Brian O'Donnell's affidavit sworn on 14th May, 2012.

16. The Official Assignee was aware that the Bankrupts had acquired personal chattels such as antiques, art works, and rare books over the years with the potential value of millions of euro. Commencing with a letter dated 5th February, 2014, he sought information in relation to the acquisition and disposal of the chattels. Mr. Brian O'Donnell responded to this request on the 5th March, 2014, and the Official Assignee conducted further investigations. As a result his office identified personal chattels with an acquisition value of €1.5 million the majority of which did not appear to have been accounted for in the Reply of 5th March, 2014. The Official Assignee therefore requested Mr. O'Donnell to provide an account of all of these items. Ultimately by letter dated 7th October, 2014, Mr. O'Donnell indicated in respect of many of the items that they were either a "[g]ift" or "[p]resent to children" and "[c]overed by settlement agreement". The Settlement Agreement referred to was the Agreement reached between Bank of Ireland, the Bankrupts, and their adult children on 3rd December, 2012. The Official Assignee stated that the items Mr. O'Donnell indicated were included as part of this Settlement Agreement had an acquisition value of €938,805.00 and that they included a painting by Leo Whelan entitled 'Waiting' which was bought by the Bankrupts on 12th June, 2007, for €306,593.

17. The Bankrupts and their adult children now maintain that many of the most valuable chattels which were present in Gorse Hill did not in fact form part of the Settlement Agreement reached between them and the Bank of Ireland but were separately gifted by the Bankrupts to their children either individually or collectively. Furthermore the Bankrupts and their adult children now maintain that the Settlement Agreement is either voidable on the basis that Bank of Ireland Private Banking Limited rather than Bank of Ireland was their creditor, that it is a nullity due to the fraud of Bank of Ireland (which fraud is unspecified) and, that it is "*legally defective and unenforceable*" and that there is no privity of contract between the Official Assignee and the O'Donnell children and that therefore the Official Assignee may not sue on foot of the Settlement Agreement. It is thus clear in the light of the replying affidavits filed in respect of these motions that the Bankrupts and their adult children do not intend to deliver up possession of the chattels at Gorse Hill to the Official Assignee and do not accept that they form part of the estates of the Bankrupts and therefore it should not be surrendered to the Official Assignee.

18. By letters dated 5th January, 2015, addressed to each of the four adult children of the Bankrupts, the Official Assignee attached lists of items which were purported to have been gifted to them either jointly or individually and requested they provide him with vouching documentation supporting the purported gifting of each item together with details of any additional personal chattels gifted to them personally as part of any settlement by their parents. He requested that they provide the information no later than 19th January, 2015.

19. The adult children of the Bankrupts objected to this request for information on a number of grounds. Mr. Blake O'Donnell objected that the letter was sent by registered post to Gorse Hill when the Official Assignee knew that he resided in London and the Official Assignee did not email the letter to him at his usual email address. It was said that the Official Assignee only afforded him eight days in which to respond to the letter. It was said that a warning letter ought to have issued before the Official Assignee sought the Warrant in relation to the seizure of chattels at Gorse Hill. Notwithstanding the fact that twelve affidavits in all have been filed by the Bankrupts and their four adult children in relation to the various motions the subject matter of this judgment, to a large extent the questions raised by the Official Assignee in the letters of 5th January, 2015, have not been addressed, though the four children have responded to the Official Assignee in respect of certain items they say were gifted to each of them personally.

20. In conclusion, the Official Assignee has averred that he believes the entirety of the contents of Gorse Hill forms part of the bankruptcy estates whether by way of being purchased by the Bankrupts or because of the Settlement Agreement of December, 2012. He also says there has been confusion about the location of individual assets. He prepared an inventory of all of the assets taken from the property at Gorse Hill and he identified a number of valuable items which he understands formed part of the Settlement Agreement which were not in fact present in Gorse Hill when he and his officers attended on 28th January, 2015. Among the items not present were the two very valuable paintings, Leo Whelan 'Waiting' purchased for €306,593 on 12th June, 2007, and Neville Johnson 'Family Group' purchased for €52,865 on 26th November, 2006. Mr. Brian O'Donnell says that these paintings were loaned to him by his children and are in his rented property in East Haxted in England.

21. It is thus clear that the Official Assignee is of the view that there are many items which formerly belonged to the Bankrupts and therefore form part of the estate of the Bankrupts. On the other hand the four adult children of the Bankrupts claim that they own various items which are claimed by the Official Assignee. The purpose of the Official Assignee's application to summon the four adult children of the Bankrupts pursuant to s. 21 of the Act of 1988 to be examined before the Court is to clarify the issues concerning the ownership of these disputed chattels. In view of the fact that these matters must be clarified as part of the administration of the estates of the Bankrupts, I believe that it is appropriate that the Official Assignee retain possession of the chattels in question pending determination of these issues. In due course the chattels in possession of the Official Assignee which do not fall into the estate of either of the Bankrupts will be returned to the persons from whom they were removed.

22. It is clear that assets which may form part of the estates of the Bankrupts which were present in Gorse Hill were no longer present when the Official Assignee entered upon the premises on 28th January, 2015. The whereabouts of some of these potentially valuable chattels has not been clarified. It is clear that the Official Assignee has concerns that the assets may have been removed from the premises. In view of the terms of the Settlement Agreement, this gives rise to bona fide concerns on the part of the Official Assignee in relation to the surrender of those assets to him. In the circumstances, in my judgment it would not be appropriate to direct the Official Assignee to return any of the goods seized by him pursuant to the Warrant of 27th January, 2015, at this point in time. I therefore refuse the second relief sought in the Notice of Motion.

23. The third relief seeks damages against the Official Assignee and the Inspector, Mr. Alex Matthews. Insofar as the moving parties

in this Notice of Motion wish to pursue this relief it is not appropriate to do so by way of a motion in the Bankruptcy List. I refuse this relief on the basis that it is not a relief which ought to be granted pursuant to a motion grounded upon affidavits. My refusal of this relief is without prejudice to the right of those parties or any of them to seek this relief through more appropriate means if they see fit to do so.

24. The fourth relief seeks an order removing Mr. Matthews from the management of the bankruptcies of Mr. Brian O'Donnell and Dr. Mary Patricia O'Donnell. The four children of the Bankrupts have no *locus standi* to seek this relief. Their sole role in the administration of the bankruptcies of their parents is to co-operate with the Official Assignee in relation to his enquiries into the estates of the Bankrupts and to provide or disclose documents, books, records, accounts and such other information as may reasonably be required in carrying out his functions as Official Assignee. Therefore I refuse them this relief.

25. Insofar as the Bankrupts seek this relief it is to be borne in mind that the Bankrupts have a duty to co-operate with the Official Assignee and to give every reasonable assistance to the Official Assignee and his officials in the administration of the estate.<sup>2</sup> Far from complying with this duty the Bankrupts have consistently avoided answering the reasonable queries of the Official Assignee and his officials and instead have persisted in querying every aspect of the conduct of the administration of the bankruptcies. They have viewed the Official Assignee and his officials as aligned with the Bank of Ireland and the Receiver, Mr. Tom Kavanagh of Kavanagh Fennell, appointed by Bank of Ireland to various properties pursuant to various securities. The Bankrupts and their adult children have been engaged in a series of bitterly fought cases with the Bank of Ireland and the Receiver. They are of the opinion that Mr. Matthews, a former employee of Kavanagh Fennell, has a conflict of interest in acting in respect of their bankruptcies in the context of their disputes with the Receiver, Mr. Kavanagh. The affidavits setting out the evidence in support of this contention are based upon unwarranted assumptions and a very deep distrust and suspicion of anyone dealing with their affairs. It falls very far short of establishing wrongdoing on the part of an official such as would justify a court granting the relief sought. I therefore refuse this relief.

**Notice of motion returnable for the 18th May, 2015 brought by Brian O'Donnell A Bankrupt, Mary Patricia O'Donnell A Bankrupt, Blake O'Donnell, Bruce O'Donnell, Blaise O'Donnell and Alexandra O'Donnell.**

25. In this further Motion brought by the Bankrupts and their four adult children they seek two substantive orders:

- (1) liberty to cross-examine Christopher Lehane; and
- (2) an order for discovery against the Official Assignee.

This application is based upon a fundamental misunderstanding of an order made pursuant to s. 21 of the Act of 1988. As discussed above, it is the Court who may summon before it either the Bankrupt himself or any person who is known or suspected to have in his possession or control any property of the Bankrupt or any person whom the Court deems capable of giving information relating to the trade, dealings, affairs or property of the Bankrupt. This does not involve *inter partes* litigation between the Bankrupt or any other person on the one hand and the Official Assignee in Bankruptcy on the other hand. The examination is conducted by the Court, though the Official Assignee usually puts the question on behalf of the Court. It is in the nature of an investigation and an exercise in gathering information so that the estate of the Bankrupt may be properly administered.

26. Cross-examination of a deponent of an affidavit is for the purposes of testing the credibility of the testimony of the witness. I have already indicated in this judgment that I do not propose to deal with the validity of the Warrant or its execution in these proceedings. Therefore the relevance of the affidavits sworn by the Official Assignee is solely in relation to whether or not the four adult children of the Bankrupts should be summoned before the Court pursuant to s. 21 for the purposes of giving information to the Court in relation to property of the Bankrupts which maybe in their possession or control or any information that they have relating to the dealings, affairs or property of the Bankrupts. In *Re: Dunne, a Bankrupt* [2014] IEHC 285, McGovern J. held that where a party seeks to cross-examine the Official Assignee the party must set out on affidavit the matters on which he wishes to cross-examine the Official Assignee and why it is necessary for him to do so. The cross-examination proposed by the applicants herein is not relevant to any factual issue which needs to be resolved by the Court in order to decide whether or not to make an order under s. 21 of the Act of 1988. Further, McGovern J. held in *Re: Dunne, a Bankrupt* that the Court should be sparing in the exercise of its discretion to order the attendance of the Official Assignee or one of his officers for cross-examination on affidavits sworn in bankruptcy proceedings. It should only be ordered if it is necessary for the purpose of disposing of issues which the Court has to determine. The facts as outlined in the affidavits in this matter fall very far short of justifying such an order and I refuse the first relief sought in this Notice of Motion.

27. The second relief sought in this Notice of Motion is discovery against the Official Assignee in respect of two categories of discovery as set out in the letter of Mr. Blake O'Donnell of 4th February, 2015, to the solicitors for the Official Assignee. The categories are:-

**"Category 1**

*All Documents between The Governor and Company of the Bank of Ireland and the Official Assignee relating to the proposed examination of Blaise O'Donnell, Bruce O'Donnell, Alexandra O'Donnell and [Blake O'Donnell] under Section 21 of the Bankruptcy Act 1988.*

*And*

*All Documents between The Governor and Company of the Bank of Ireland and the Official Assignee relating to the chattels at Gorse Hill, Vico Road, Killiney, Co. Dublin ('Gorse Hill')*

*And*

*All Documents between The Governor and Company of the Bank of Ireland and the Official Assignee relating to the possession of Gorse Hill...*

**Category 2**

*All Documents between Risk Management International Limited and the Official Assignee relating to the proposed examination of Blaise O'Donnell, Bruce O'Donnell, Alexandra O'Donnell and [Blake O'Donnell] under Section 21 of the Bankruptcy Act 1988.*

*And*

*All Documents between Risk Management International Limited and the Official Assignee relating to the chattels at Gorse Hill.*

*And*

*All Documents between Risk Management International Limited and the Official Assignee relating to surveillance of Gorse Hill and gaining personal information about Brian O'Donnell, Mary Patricia O'Donnell, Blake O'Donnell, Bruce O'Donnell, Alexandra O'Donnell and Blaise O'Donnell."*

28. For the reasons set out in paras. 5-8 above, the discovery sought against the Official Assignee is inappropriate. This is not an adversarial procedure, rather it is inquisitorial in nature and accordingly discovery of documents in the possession of the Official Assignee arising from the administration of the bankruptcies in this case is not appropriate. I therefore refuse an order for discovery as sought in this Notice of Motion.

**Notice of motion of the Official Assignee returnable for the 2nd February, 2015.**

29. In this Notice of Motion the Official Assignee seeks two substantive reliefs:-

*"1. A (sic) order pursuant to Section 21 of the Bankruptcy Act, 1988 summoning the following parties:*

*i. Mr. Blake O'Donnell;*

*ii. Mr. Bruce O'Donnell;*

*iii. Ms. Blaise O'Donnell;*

*iv. Ms. Alexandra O'Donnell.*

*To be examined on oath concerning and touching upon matters relating to their dealings and affairs with respect to the contents of Gorse Hill, Vico Road, Killiney, County Dublin;*

*2. An Order requiring Mr. Blake O'Donnell, Mr. Bruce O'Donnell, Ms. Blaise O'Donnell and Ms. Alexander (sic) O'Donnell to produce all documents or papers in their possession or control relating to the contents of Gorse Hill, Vico Road, Killiney, Co. Dublin at least 14 days prior to the date fixed for examination".*

30. As set out above, by letters dated 5th January, 2015, the Official Assignee wrote to Mr. Blake O'Donnell, Mr. Bruce O'Donnell, Ms. Blaise O'Donnell and Ms. Alexandra O'Donnell requesting them to provide information concerning items which were said to have been gifted to them by their parents, the Bankrupts, as set out in the schedules attached to the letters. Certain items were said to have been gifted to them jointly and certain items were said to have been gifted to them individually. In relation to the appendix of chattels gifted individually, by letter dated 2nd February, 2015, they stated that these were gifts for Christmas, or birthdays, or graduation. This included a first edition of *Ulysses* by James Joyce which was purchased for €42,500 on 10th May, 2007. The letter did not address the chattels which were said to have been collectively gifted other than to say that the contents Settlement Agreement covered matters listed in the Arthur Cox (solicitors for Bank of Ireland) photographic catalogue and to state that the two paintings were gifted by their parents jointly to them on the day that each painting was delivered and hung. There was no acknowledgement on behalf of any of the children that any of the items seized were vested in the Official Assignee and there was no real attempt to bring any clarity as to what claims they have to the individual items and why they do not form part of the Bankrupts' estates. The affidavits sworn on behalf of the four children in respect of the various motions herein fail to address these issues in any meaningful way or to offer any explanation as to why they cannot provide the Official Assignee with the information which he requires in relation to their claims to the contents of Gorse Hill and the other chattels in dispute.

31. It is abundantly clear that the information sought by the Official Assignee has been properly sought in the context of his obligations to gather in the assets of the Bankrupts. It is equally clear that the four children are claiming title to some if not all of the contents of Gorse Hill and other chattels which were purchased by the Bankrupts. In the circumstances, it is incumbent upon them to provide such information as is necessary to the Official Assignee to establish their title to chattels which otherwise *prima facie* form part of the estates of the Bankrupts. This they have singly failed to do to date. In the circumstances, I grant the Orders sought in paras. 1 and 2 of the Notice of Motion herein.

**Costs and Directions**

32. I will hear the parties' submissions in relation to the costs of the various motions herein and the directions to be made pursuant to this judgment.

<sup>1</sup> Section 44(1) of the Act 1988

<sup>2</sup> See s. 19(d) of the Act of 1988.