was paid into Court by the Sheriff. On the 9th July Harper obtained an order setting aside the writ of sale, and thereupon the money was repaid to the Sheriff on the 12th July. The orders of Court made on the 2nd September [Exhibits E, F, and I] are all correct. I do not consider myself responsible if Mr. Ell made a confusion of them. 8th January, 1886, Ell paid into Court under an order of Court £100 as security for certain costs. The costs were taxed in Wellington, but the money was always here. £64 out of this was paid to Harper and Co. the 7th September, 1886, on a bill of costs taxed in Wellington. The balance, £35, was paid to the Official Assignee the 26th October under order made the 22nd October. Mr. Ell was adjudged bankrupt the 6th August, a month before he could have touched the money. At the time that he wanted to appeal against his bankruptcy I had no money of his in hand. I remember Mr. Justice Johnston asking me on the hearing of Ell's petition, 6th August, 1886, whether there was any money of Ell's in Court. I do not remember that the date 8th July was mentioned. There was no money belonging to Ell in Court on that date. It must have referred to the £2,200 paid into Court by the Sheriff. With regard to the bill of costs for £86 2s. 10d. taxed by me at £15 19s., the bill of costs is headed "Mr. Lynch's costs," and "Mr. Denniston's costs," and "Mr. Jellicoe's costs," and is indorsed "Jellicoe and Menteath, solicitors, Wellington." Neither Mr. Lynch, nor Mr. Jellicoe, nor Mr. Menteath appeared on the trial or at taxation. Mr. Denniston conducted the case for the defence in the Supreme Court, and Mr. Ell personally attended the taxation, and I believe that the bill of costs is in his handwriting. On taxation, Mr. Austin objected that all the costs called "Mr. Lynch's costs" should be disallowed without production of Mr. Lynch's bill or proof that Mr. Lynch had done the work. Mr. Ell contended that they should be allowed on the ground that he (Mr. Ell) paid Mr. Lynch some money, and Mr. Lynch said that he would make no further charge, and had never rendered an account, and that Mr. Hammersley (who was then at Timaru practising as a solicitor) drew the bill of costs. I ruled that, as Mr. Lynch's bill was not produced, and these costs were not specifically mentioned in the affidavit of increase, they must be disallowed. As to "Mr. Denniston's costs," as solicitor, Mr. Austin objected that the work had not been done, and Mr. Ell admitted it. I therefore disallowed them, and also the costs of witnesses, since none of them had been paid, and reduced his fee as counsel from £50 to £15 15s., which would have been a fair amount if he had been resident at Christchurch. "Mr. Jellicoe's costs" were reduced to 4s., being the correct allowance on the reduced bill. The date of taxation was the 1st March, 1886. On the 15th March Mr. Ell set down a motion to review my taxation. On the 19th March it was dismissed by Mr. Justice Johnston, with £2 2s. costs. On the 3rd June, 1886, he again set down a notice of motion to the same effect, with an affidavit in support. There was no appearance on this motion, and it was struck out. [Bill of costs, Exhibit N; affidavit of increase, Exhibit O.] Referring to paragraph 35 of the statement of claim in the action Ell *v.* myself and others, No. 1,397, I do not admit that I did disobey the order of the Court, as I have already explained. I have never spoken to Mr. Harper on the question of the accounts or the certificates, excepting when he was a witness, when Mr. Ell was always present or represented by his counsel, Mr. Austin. In arriving at the conclusion that I and Mr. Hargreaves did as to the accounts between the parties, I did not in any way act by the advice or at the instigation of Mr. Leonard Harper, nor did I in any way induce or attempt to induce Mr. Hargreaves to disobey the order of Court or to favour Mr. Harper or Messrs. Harper and Hanmer in any way.

TUESDAY, 20TH NOVEMBER, 1888.

A. R. BLOXAM continues evidence.

As to the action brought against me and others in September, 1887, I filed a statement of defence, and the plaintiff Ell set down the case for trial at the sittings in October. Shortly after the action had been dismissed against all the other defendants the case against me would have been heard. After the action had been dismissed against the other defendants Mr. Martin made some remark such as, "How about the case against the Registrar?" There was some conversation thereon between the Judge, and Mr. Rees (Ell's solicitor), and Mr. Martin (my solicitor). The Judge said that he would not hear the case, since no action would lie against the Registrar, or to that effect. Mr. Rees suggested that the case should be withdrawn. A discussion arose between the counsel as to costs. I told Mr. Martin, in Mr. Rees's hearing, that I would not agree to its being withdrawn without costs. I understood the case to be withdrawn with the same costs as had been allowed in the other cases. Mr. Justice Ward's note is, "Case struck out by consent." The formal order was drawn up by Mr. Martin, and signed by the Judge, dated the 19th October, 1887 [Exhibit P]. I certainly should not have consented to the case being withdrawn without costs, because if the action had been called on and dismissed or plaintiff nonsuited, as intimated by the Judge, I should have recovered costs of action according to the scale, and in that case Mr. Martin's costs would have been larger. In any case it would have been impossible to recover any costs against Mr. Ell. I wish that Mr. Justice Ward should be examined as to the allowance of costs being part of the order. It is not correct, as sworn by Mr. Ell, that the accounts and evidence which had been before the Court of Appeal were returned by the 28th June. Some papers came back at that date, but not the accounts and evidence, which did not come back till 27th September. In the late Mr. Justice Johnston's note-book, 5th August, 1885, there is an entry, "Official Assignee, Ell *v.* Harper. To vary certificate S.O." The next entry is, "Official Assignee, Ell *v.* L. Harper. Hammersley. Time enlarged to 30th September." Argument follows. Then there is an entry, "Time extended to 2nd September to hear motion to vary certificate, on terms payment into Court of amount of certificate and costs or security therefor to satisfaction of Registrar within fourteen days." Next entry is, "Official Assignee of Ell *v.* Harper. Motion for judgment for defendant to stand over until after 2nd September." Next entry is, "Official Assignee of Ell *v.* Harper. Motion to vary certificate. Austin, for Official Assignee, withdrew. By consent, in both actions name of Official Assignee withdrawn and name of Ell substituted. Rule to