

be drawn up after rule for enlarging time to vary certificate. In both cases, by consent, Austin's name removed from record and Hammersley's put on, as solicitor, before rule." In the same book, under date the 12th August, there is an entry, "Ell v. Harper. Ell in person, Martin for defendant. Two motions same in two actions. Ell moved that certificates in both actions may be varied or set aside on the ground of fraud." Argument follows. Then another entry, "I refuse to grant the motions, with £3 3s. costs in each case." On the 26th August, in the same book, there is an entry, "Ell v. Harper. Ell in person, Martin for defendant. Ell moved to vary order of 5th August by striking out part referring to finding security or paying money into [*sic*]. Summons discharged, with costs £3 3s." On the 2nd September, in the same book, there are entries, "Ell v. Harper. Martin moved for judgment. Ell read affidavit. Martin read affidavit. Order of 5th August for time to 2nd September on terms. Terms not complied with. Judgment order as prayed." "Ell v. Harper. Action No. 30. Ell wished postponement. Martin refused to consent to adjourn. Ell motion to vary or set aside certificate." Argument thereon. "Motion dismissed, with costs £3 3s. Leave to appeal if appeal lies." "Same v. same, No. 353. Ell moved similar case. Motion dismissed, with £3 3s. costs."

WILLIAM HENRY HARGREAVES sworn and examined.

I am a merchant and accountant, residing at Christchurch. At the end of 1884 I was appointed by the Supreme Court to take accounts in the action of Ell v. Harper and Ell v. Harper and Hanmer. The Registrar and I took evidence on each item except when admitted on both sides. I remember a question arising as to settled accounts. To the best of my recollection, we found that a settlement had been made, but that that settlement was incorrect. Mr. Bloxam did not in any way attempt to influence me in arriving at a decision upon any item. We consulted together, but in every instance I acted upon my own judgment, and fairly and without bias. Mr. Harper never to my knowledge interfered except as a witness. The case was one of exceptional difficulty, since we had to wade our way through the papers that were presented to us. If I had the same duty to perform again, with the same evidence and the same papers, I should come to the same conclusion. There was an item of £250 on a land-transfer transaction claimed by Mr. Ell and disallowed by us. We had all the deeds before us. Until the deeds were produced it was evidently unknown either to Ell or his solicitor that they could claim this £250. There was not a tittle of evidence that any money had passed when the receipt was given. The existence of any such receipt was quite a surprise to Ell. Mr. Austin claimed credit for it, but we saw by the subsequent deeds that it had only been given with a view to bringing the land under the Land Transfer Act, which had been done immediately, and the same land was included in a subsequent mortgage from Ell to Harper. Mr. Bloxam at the time thought that there was no getting over the legal receipt, and that the amount should go to the credit of Ell, and urged that it should do so. I, in opposition, said that, as I was taking the accounts and there was no evidence of any money having passed, I could not bring it in as against Harper. We ultimately determined that the amount should not be placed to the credit of Ell, leaving it to the parties to appeal to the Court if they should think fit. Mr. Ell had no properly-kept books, and was mainly dependent upon accounts kept by Messrs. Harper. Mr. Bloxam was the one who called the attention of the parties to the receipt for £250. Ell's solicitor (Mr. Austin) was the first to endeavour to go behind the settled account. Afterwards he wished to vacate the position. During the whole of the inquiry Mr. Bloxam showed no leaning against Mr. Ell, or in any way led me to imagine that he (Mr. Bloxam) was acting under the advice or instigation of Mr. Harper. On the contrary, he acted, in my opinion, in the most strictly impartial manner.

JAMES CROSBY MARTIN sworn and examined.

I am a solicitor, practising at Christchurch. Remember an action, Ell v. Bloxam and others. I was solicitor for Mr. Bloxam and Mr. Latter in that action. I was present when action against all the defendants except Mr. Bloxam was dismissed with costs to each defendant. All the defendants except Mr. Bloxam took out summonses to dismiss the action on the ground that the statement of claim was bad on the face of it, and an abuse of the process of the Court. I did not do so in Mr. Bloxam's case, considering that grave charges against an officer of the Court should be proved or disproved in an action. In his case I filed a statement of defence. The action was entered for hearing by the plaintiff as against the Registrar. Before the day on which the case would have been heard, but after it had been entered for trial, the summonses issued by the other defendants came on for hearing. Mr. Rees appeared for Ell, and the summonses were disposed of practically as asked for. Just as they were disposed of I said to Mr. Rees, "How about the Registrar?" The result of conversation with him was that I mentioned the matter to the Judge. The Judge said that it was nonsense going on with the action against the Registrar, because on the face of the pleadings there was no case. This was said openly in Court. He also said, "I shall strike the action out of the list of cases for trial." I said that it would be hanging over the Registrar's head, and that I wished it to be disposed of. Then the Judge said that the action would be dismissed. Mr. Rees consented that it should be so. I asked for costs, and the Judge allowed them. I do not think that Mr. Rees made any objection, except that there was some discussion as to the amount. The Judge's note was made when he said that he should strike out the case, and before the matter was disposed of. The order was drawn up in my office. The amount of costs therein stated, £2 18s., was the amount ordered by the Court—namely, £2 2s. and costs out of pocket. There can be no doubt but that if the case had come on for trial the plaintiff would have been nonsuited or the action would have been dismissed, in which case the costs would have been very much larger. I remember Mr. Ell, at one of the meetings in July, 1886, referring to an exhibit, statement of accounts, which had been marked H. It was not forthcoming at this meeting. I stated that I would not object to a copy being used, and a copy was used which was produced by