

Mr. Ell, and a copy of that copy was given to me. The want of the original did not delay the proceedings five minutes. Mr. Bloxam never signed or issued any false order in which Mr. Ell is concerned, so far as I know. I never used any orders signed or issued by Mr. Bloxam which were false, to my knowledge. I attended the taking of the evidence and the accounts in 1884–85 as solicitor for Mr. Harper and for Hammer and Harper. I was there throughout. The evidence was fairly and impartially taken by Mr. Bloxam and Mr. Hargreaves.

LEONARD HARPER sworn and examined.

I am a solicitor, practising at Christchurch. I remember accounts and evidence being taken at the end of 1884 and beginning of 1885 in actions brought by Mr. Ell against me and against me and Mr. Hammer. Mr. Bloxam and Mr. Hargreaves took the evidence. I gave evidence as a witness. I was represented by Mr. Martin as my counsel. I took no part except as a witness. I never spoke to either Mr. Bloxam or Mr. Hargreaves about the matter. Never gave any advice to either of them. Never had the slightest conversation about it with them. In going behind the settled account Mr. Bloxam did not act by my advice or instigation. I never had any conversation with Mr. Latter about Ell's affairs.

WEDNESDAY, 21ST NOVEMBER, 1888.

EDWARD CIRCUIT LATTER sworn and examined.

I AM Official Assignee in Bankruptcy for the Canterbury District, and have been so since "The Bankruptcy Act, 1883," was brought into force, on the 1st January, 1884. I have seen the charges made against me by Mr. Ell in a letter from him to the Minister of Justice dated the 21st March, 1888. To paragraph 1, I say that Mr. Austin was conducting the case for Ell at the time of his bankruptcy, and undertook to continue it without charge to the estate unless he succeeded. The costs for which Mr. Austin applied were not disallowed, but were ordered to be paid by the petitioning creditor. I put in order of Court [Exhibit Q]. I cannot understand paragraph 2. There was no estate in my hands. Ell never made any statement of assets and liabilities, as required by the Act. As to paragraph 3, I never refused any application by Ell for information except once, in November, 1887, when he wanted again to go through the papers in the bankruptcy which had been annulled. This is also referred to in paragraph 4. I never told him that I had no records in the business. I told him that I had no statement from him. He had access on many occasions to the papers, and made copies, to my knowledge, of such as he thought fit to copy. I do not understand the allegation as to Mr. Austin extorting £150 from Mr. Ell. I know nothing about it. The sole asset in the bankruptcy on Weston's petition was an item of £35 5s. 8d. lying in the Supreme Court. As to paragraph 5, I admitted the proof of debt referred to. Mr. Ell never appealed to the Court against the acceptance of the proof, as he might have done under section 7, subsection (3), of the Bankruptcy Act. As to paragraph 6, I objected to Mr. Haskins's proof, and allowed him to alter it as alleged. Four months is the time within which a proof may be altered. As to paragraph 7, I applied to Mr. Weston for the books, and he produced to me an agreement showing that they had passed to Mr. Nathan. The agreement was between Ell and Nathan, before Nathan's death. I believe that I could not compel Mr. Weston, as Nathan's executor, to deliver them to me. As to paragraph 8, I did, I believe, make oath as stated, and Mr. Fisher, my clerk, was sent to the office to search, and returned saying that no second statement of assets and liabilities had been lodged. On the following day Mr. Ell produced from among the papers that which he called a second statement, dated the 5th October, 1886. I do not admit that this document is a second statement of assets and liabilities, since any such must be verified by a declaration, and if accepted as such statement the date of its receipt at the office should have been indorsed upon it. [Exhibit R.] As to paragraph 9, in my examination on the 21st March, 1887, I did state that I believed that there was no value in the estate. I certainly never said that I formed that opinion from a private conversation with Mr. Leonard Harper, or anything to that effect. I never had any conversation with Mr. Leonard Harper as to Mr. Ell's affairs. With respect to the £2,404 or £2,600 mentioned, the money referred to had been paid out of the Supreme Court, under an order of that Court, before the creditor's petition was filed, and while in Court it would not have been an available asset in bankruptcy, since it had been set off against a judgment by Harper against Ell, and there were also charging orders against it. As to paragraph 10, it is possible that in April, 1885, while Ell was bankrupt on petition of Harper and Co., the question of assigning Ell's actions against Harper, and against Harper and Hammer, may have been mentioned, but I have no recollection of it, and nothing of the kind could have been done except in pursuance of a resolution of creditors. As to paragraph 11, I did admit proofs of debt amounting to £7,372 5s. 7d., which I believed to be legally due. Mr. Ell never appealed to the Court against the acceptance of any of the proofs. In the case of the debt to Holmes and Loughrey, £169 15s. 8d., Mr. Ell states that the declaration was too late, and therefore that the debt was not provable. This is a mistake. The adjudication was on the 6th August and the proof was given in on the 13th November, being within the time by the Amendment Act of 1885. Mr. Ell makes the true amount of his indebtedness £1,401 12s. 1d., as follows: T. S. Weston, £26 0s. 1d.; Leonard Harper, Esq., £12 12s.; Harper and Co., £1,200; Hammer and Harper, £163: total, £1,401 12s. 1d. Whereas in his statement of assets and liabilities, as filed and declared to, he shows and admits liabilities to the amount of £2,124, and assets £2,604; the liabilities being stated as follows: Harper and Co., £1,800; T. S. Weston, £215; F. T. Haskins, £9; H. E. Nathan's estate (T. S. Weston, executor), £100: total, £2,124. There was no sum of £3,000, or any other sum by way of assets immediately recoverable, and if there had been any value in his actions he had assigned them to his son in June, 1886. The assignment was dated the 10th June, 1886. It was afterwards upset on proceedings taken by me at the request of the creditors; but this was not done until the 26th July, 1887. I fully believe that there is no value in the estate. As to