

the last paragraph in Mr. Ell's letter, I never sent any affidavit to Mr. Haselden. I sent a statement in answer to Mr. Ell's charges. I have never treated Mr. Ell in any way differently from other bankrupts, and to the best of my belief he has been treated not only with justice, but the greatest latitude has been allowed him. With respect to the sections of the Act cited in the said letter, I am not aware that I have violated any of them, nor, so far as I know, have I allowed any other person to infringe them. The letter does not state in what respect I have violated them. With respect to the memorandum to the Minister of Justice from Mr. Ell, of the 10th April, 1888, paragraph 5, I am not aware what Mr. Stafford may or may not have said as to Mr. Weston's claim. That claim was made in the ordinary form, with statutory declaration by him that the bankrupt was indebted in the amount named. As to paragraph 6, I do not know that Haskins's claim was paid in full. I held his proof of debt and declaration to the contrary. I know nothing of it being kept out of Ell's sight: he might have seen it at any time. The Court of Appeal held that payment into the Resident Magistrate's Court was not payment to Haskins, although Mr. Justice Johnston had held differently. As to paragraph 8, I say that until March, 1887, I was not aware of the existence of the document referred to, and that the conversation with Mr. Ell referred to by him (presumably about the 6th October, 1886) never took place. The amounts alleged to have been paid by me to Mr. Austin, by paragraph 11 of an affidavit sworn by Mr. Ell on the 15th June, 1888, were not paid by me, but were obtained by him out of the Supreme Court, by orders of that Court. I know nothing of the £16 9s. mentioned, but it may be the amount due to him from the petitioning creditor under order of Court, since it is the same amount. No money was ever paid by me to Mr. Austin. Mr. Austin's claim was only for a balance of £68 0s. 8d. As I have already stated, I had no statement of assets and liabilities filed by Ell in that bankruptcy, and had nothing to do with any settlement between him and Mr. Austin. The statement in paragraph 13 of the affidavit sworn by Mr. Ell, 2nd June, 1888, is similarly incorrect. I did not accept declaration in proof of debt from Mr. Austin for £361 0s. 9d., but, as already mentioned, for £68 0s. 8d.

ALEXANDER MILLAR EYES sworn and examined.

I am clerk to the Official Assignee in Bankruptcy for the Canterbury District, and have been so rather more than four years. Mr. Ell has very frequently been in the office for the purpose of obtaining information and inspecting and copying papers. I have no recollection that, excepting in one instance, he was refused access to any papers. That was after his bankruptcy on Weston's petition. He wished to see the papers in connection with his first bankruptcy, which had been annulled, to which papers he had had access previously, and of which he had made copies times out of number. It was Mr. Latter who refused the permission. I was present. I think that Mr. Latter gave as a reason that he had had them many times before, and that there were only a few proofs, and that there never had been any statement of assets and liabilities, and that the bankruptcy had been annulled. With reference to Mr. Ell's books, I understood that they were in the hands of Mr. Weston as executor of Nathan's estate, and had been in his hands for some time before the bankruptcy. Mr. Ell never complained, to my knowledge, that Mr. Latter had not got back the books. Ell used sometimes to say that he supposed that Mr. Weston had not sent the books. I remember this document [Exhibit R] being brought to the office. Mr. Ell brought it, and gave it to me. To the best of my recollection he called it a memorandum showing how the matter stood really, and that the claim put in by Hanmer and Harper was not right. I understood it to be in some way in reference to the proof which they had put in. He did not seem to attach much importance to it at the time, nor did I. If it had been put in as a second statement of assets and liabilities I should not have received it in this form. I should have required the usual declaration. If it had been a document filed I should have indorsed the date of filing, and signed the indorsement. The figures "555" on the back are in my handwriting. The date is not so. 555 was the number of the bankruptcy.

EDWARD CIRCUIT LATTER recalled.

I never understood that the books in Mr. Weston's hands were of any importance in connection with Ell's bankruptcy. They had been handed to Mr. Nathan several years (I think at least three years) previously. Mr. Ell never made any point of having these books back, or pressed me to try to get them back.

THURSDAY, 22ND NOVEMBER, 1888.

No further evidence given.

EXHIBITS.

A.

In the Supreme Court of New Zealand, Canterbury District. Between George Waldo Ell, plaintiff, and Leonard Harper and Humphrey Hanmer, sole executor of the will of Philip Hanmer, deceased, defendants.

Wednesday, 29th October, 1884.

ON the application of the plaintiff, and upon hearing Mr. Austin, of counsel for the plaintiff, and Mr. Martin, of counsel for the defendants, it is ordered that in taking accounts herein under the order of this Court of the 27th day of June, 1884, if the Registrar and accountant are satisfied that there was a settled account, or what was so intended, between the plaintiff, of the one part, and the defendant Leonard Harper and the late Philip Hanmer, deceased, or either of them, on the other