

were correct. If the last decision was correct, the first must have been incorrect; if the first was correct, then the last must have been incorrect.

*Mr. Bloxam*: You are misunderstanding the whole position. The Registrar and the accountant go through the accounts and make out the certificates. We simply gave them the certificate. They then moved the Court for judgment on that certificate. Each moves for the amount that is in his favour.

*The Chairman*: Why did Harper pay into Court £2,000?

*Mr. Rees*: When the evidence was closed the two parties were asked to send their respective claims in formally. Ell sends in this [produced, *vide* Appendix No. 7]; Harper sends in his, claiming £2,636. Ell had his account made up as based on this evidence. The claim made on his part is £1,574. There is a difference of £4,000 between each. Harper gets a verdict for £2,160.

*The Chairman*: After this decision was given, so much due to Harper, was that followed by an appeal to the Court again by Mr. Ell, and was it on that that Harper paid that money into Court?

*Mr. Bloxam*: No; Mr. Austin got that judgment, and under the order of the Court Harper paid the money in.

*Mr. Rees*: This is the account in the action No. 353.

*Mr. Bloxam*: Mr. Austin having a lien on the amount for his costs got an order for his costs to be paid on 30th April. Then an order was obtained for that money to be repaid back to the balance. Having drawn £175 and £192, they got the balance paid back through an order of Court. That was done by order of the Court.

*Mr. Rees*: What we say is this: that our accounts were sent in, and they were actually thrown on one side; Mr. Harper's were received.

*Mr. Bloxam*: Mr. Justice Conolly, in page 2, paragraph 10 [of H.-6, 1889], refers to it, and says, "The order appears to agree with the notes of the late Mr. Justice Johnston, cited in Mr. Bloxam's evidence. Then, at the top of page 13: "They never issued or signed any orders by Mr. Bloxam that were false."

*Mr. Rees*: I want Mr. Bloxam's own statement.

*Mr. Bloxam*: I am coming to that. I would ask the Judge's secretary to produce Mr. Justice Johnston's note-book.

*The Chairman*: Do we understand that it was the 2nd or the 22nd of September?

*Mr. Bloxam*: It was the 2nd.

*Mr. Rees*: I would ask Mr. Bloxam to be careful about this matter.

*Mr. Bloxam*: I will produce Mr. Justice Johnston's note-book [*vide* Appendix No. 16].

*The Chairman*: You produced a document showing a discrepancy in date; where is that?

*Mr. Rees*: I produce the first orders themselves [*vide* Appendix No. 5].

*Mr. Bloxam*: That is entirely new.

*Mr. Rees*: One is the entry of the Judge: "Wednesday, 2nd day September, 1885; on reading affidavits, &c.: This honourable Court dismisses the motion." Now, I say there was no such business.

*Mr. Bloxam*: There is on the 22nd.

*Mr. Rees*: I want the Committee to see this order [*vide* EF, inquiry by Mr. Conolly, H.-6, 1889]—time is extended to hear motion, terms of payment of amount into Court, security, &c.

*Mr. Bloxam*: Order on the 5th of August for extension of time to 2nd of September; but the terms were not complied with. I know nothing of the 22nd.

*Mr. Rees*: There was an application by Ell on the 2nd of September to vary the order made on the 5th of August. If so, where is it?

*Mr. Bloxam*: Mr. Justice Johnston's note-book [*vide* Appendix No. 16] shows that it was extended to the 2nd of September. On the 2nd of September Mr. Justice Johnston's note shows that it had not been complied with.

*Mr. Rees*: That was to vary the certificate.

*Mr. Bloxam*: Not so; to vary the order. There was an order to vary the order made by striking out of the order that part of it referring to giving security for costs.

*Mr. Rees*: Were there two particular orders?

*Mr. Bloxam*: There was an order on the 26th. Mr. Ell moved to vary it by striking out the part of it in reference to giving security. That was on the 26th.

*Mr. Rees*: Was not this of the 2nd made the 26th—an order to vary an order?

*The Chairman*: Would you ask that question once more?

*Mr. Rees*: Did not Ell take out a summons for motion, which was heard on the 26th August, to vary order of the 5th August? Was not that heard and disposed of on the 26th August?

*Mr. Bloxam*: That order was to vary it by striking out the part referring to giving security.

*Mr. Rees*: Was it not discharged?

*Mr. Bloxam*: Yes; but that was a summons for striking out the part referring to giving security, not with reference to a time to vary certificate.

*Mr. Rees*: Was there not another distinct notice of motion to vary certificate, which was disposed of on the 2nd September? Was there not a distinct and separate application made (dated the 28th August), two days after the other was disposed of?

*Mr. Bloxam*: All I can tell you is what is in Mr. Justice Johnston's note-book.

*Mr. Rees*: Did not Ell on the 28th August file his notice of motion to move on the 2nd September to vary certificate?

*Mr. Bloxam*: On the 2nd December, to set aside certificate on account of a mistake.

*Mr. Rees*: In what action?

*Mr. Bloxam*: 353; order of the 5th August for extension of time to 2nd September on terms;