

sailable, and if produced will prove to be your opponent's trump card. Whereas its suppression means victory for you; for if his case be abandoned by Messrs. Brook and Co. no one else will take it up. As the sum at stake is a considerable one, withdrawal would only be consented to in consideration of a handsome bonus.

"If prepared to act liberally, insert an advertisement between this and Thursday next in the Christchurch *Star* under heading of "Personal," and addressed to "Exeter," merely stating the sum proffered, and if the same be satisfactory an interview will be arranged for. Genuine business is meant.

"Mr. L. Harper, Christchurch."

"3. In the month of March last I received a letter from the said firm of Brook and Co. in the words and figures following:—

"Temple Chambers, Featherston Street, Wellington, N.Z.,
15th March, 1889.

"DEAR SIR,—

"We hold a promissory note of Mr. G. W. Ell's for £325, due early in September next, and shall be glad to know whether you would care to purchase the same, and if so, at what rate of discount? This offer is *bona fide*, and is made in consequence of the Royal Commissioners having upheld Ell's contention of the settled account having been ignored by the Registrar, which fact, of course, means that your firm will shortly require to pay over the long-disputed balance. Stamp enclosed for reply.

"Yours faithfully,

"L. Harper, Esq., Christchurch."

"BROOK AND CO."

"4. That I sent no reply to any of the letters.

"Sworn at Christchurch aforesaid this twenty-third day of May, one thousand eight hundred and eighty-nine.—LEONARD HARPER, a solicitor of the Supreme Court of New Zealand."

This shows how little reliance can be placed on any accounts made up by Mr. Brook. Shortly put, the case stands as follows: Mr. Ell has been duly adjudicated a bankrupt, and the Court of Appeal has declined to interfere with that adjudication, as Mr. Ell was unable to show any merits. The judgment of the Court of Appeal delivered by Mr. Justice Richmond is unanswerable. It is clear, therefore, that any rights Mr. Ell may have had have passed to his Assignee in Bankruptcy, and the Government cannot interfere in the matter. If, as Mr. Ell desires to make out, the accounts were retaken in the action that he commenced against Harper and Hanmer, there would be a balance found due to him, and it is strange that none of the creditors would have requested the Assignee in Bankruptcy to continue the litigation. It is also strange that when Messrs. Harper and Hanmer were asked to buy the right of suit against them from the Assignee that Ell had against them, they declined to give anything for it. I do not think that if, when the accounts were taken, it could be shown that £5,000 or more was due by Harper and Hanmer to Ell, that the creditors would not have requested the Official Assignee to have proceeded in Ell's action. If the Government or Parliament is to interfere in every case in which the litigant after patient hearing has lost his case in the Supreme and Appeal Courts, I am afraid the functions of Parliament will be very largely increased. I can see nothing from the documents presented to me warranting the interference of either Government or Parliament.

I have, &c.,

The Hon. the Premier, Wellington.

ROBERT STOUT.

DEAR SIR,—

Wellington, 19th March, 1892.

When I read your report to the Hon. Mr. Ballance, dated the 19th November last, I felt sure that you had not the papers laid before you that were laid before the M to Z Committee and Mr. W. L. Rees, M.H.R., otherwise you must and would have come to the same conclusions as they did. Mr. Rees is in error when he says that an action was brought by Mr. L. Harper against myself. The actions were: Ell v. Harper and Hanmer (No. 30), and Ell v. Harper (No. 353).

In January, 1884, by consent of defendants, accounts were ordered to be taken by the Registrar, A. R. Bloxam, and an accountant. The evidence written by the Registrar proves that £2,404 odd was paid into Court on action 30 on the 10th June, 1885. Judgment on same now stands to my credit, with interest at 10 per cent. (by decree) since that date.

The evidence written by the Registrar also proves that in action No. 353 there is to my credit £1,538 odd, making in all, on the two actions, with interest to date, about £7,000, as stated by Mr. W. L. Rees, who had carefully gone through the accounts. Mr. Kember's certificate is not based upon anything I may have said, but purely upon the Registrar's notes of evidence.

I trust, sir, this explains the actions. Instead of the Registrar making his certificate (action No. 353) from the evidence he himself had written, he adopted figures he knew to be false, supplied him by the defendants, thereby endeavouring to wrong me by issuing a certificate against me for £2,166 odd, judgment on which was set aside by the Chief Justice on the 5th June, 1886. You will kindly see on the file in Christchurch Chief Justice's certificate (No. 413) with the Registrar's certificate to Mr. Cooper, then Deputy Registrar, Wellington, attached, for all papers in actions 30 and 353. In face of this fact, A. R. Bloxam swears he did not receive them. You will also see, sir, both false and true orders of the 2nd September, 1885, and that the judgment set aside by the Chief Justice is falsely dated the 22nd September, 1885, instead of the 2nd September, 1885. The Supreme Court records show how false his evidence is as sworn before Mr. Commissioner Conolly. I will not trouble you, Sir Robert, further, but every serious charge I have made against A. R. Bloxam is proved by the documents on the file at Christchurch and Wellington.

Thanking you for past kindness,
The Hon. Sir Robert Stout, &c.

I am, &c.,

G. W. ELL.