

1892.

NEW ZEALAND.

PUBLIC PETITIONS A TO L COMMITTEE

(REPORT OF) ON THE PETITION OF W. CLARK AND OTHERS, OF WELLINGTON (IN RE G. W. ELL), TOGETHER WITH PETITION, MINUTES OF EVIDENCE, AND APPENDIX.

Report brought up 7th October, 1892, and ordered to be printed.

REPORT.

PETITIONERS state that they believe serious wrongs have been inflicted upon one G. W. Ell by certain public officers and others. Petitioners pray that redress may be given, and justice done to the said G. W. Ell.

I am directed to report that the Committee have carefully considered the evidence. They have examined the Registrar of the Supreme Court at Christchurch, and Mr. G. W. Ell, and have arrived at the following conclusions:—

1. That the allegations made by G. W. Ell are on all the main points confirmed.
2. That the evidence of Mr. Bloxam, Registrar, Christchurch, was most unsatisfactory, and his official action in not issuing correct documents to G. W. Ell on application, and in other ways, caused the said G. W. Ell an enormous monetary loss, and practically kept him in the Bankruptcy Court.
3. That G. W. Ell appears to have very large and valid claims against Mr. Leonard Harper, but the Committee cannot devote their time to adjust accounts between them.
4. That the Committee are of opinion that a serious injustice to G. W. Ell has existed for many years in connection with this case, and recommend that Parliament and the Government should immediately afford any reasonable assistance to G. W. Ell, so that he may at last obtain justice.
5. Attached hereto is a copy of the evidence and exhibits produced before the Committee.

7th October, 1892.

C. H. MILLS, Chairman.

PETITION.

(No. 93, 1892).

To the Honourable the Speaker and Members of the House of Representatives in Parliament assembled.

An earnest appeal for justice and redress for wrongs done by our public servants, set forth in the under-mentioned report and explanation of the said petitioner. Your petitioners therefore pray that redress may be given and justice done to the said G. W. Ell.

And your petitioners will ever pray.

W. CLARK, and 909 others.

EXPLANATION BY MR. ELL.

Referring to the under-mentioned report, the petitioner has been informed by the Government that they cannot give effect to the recommendations contained therein, and that the only way in which the Government can assist the petitioner is by his presenting a fresh petition to the House of Representatives at the next meeting of Parliament, in June, 1892, for redress for the wrongs proved to have been committed by our public servant in Christchurch since the 1st December, 1884. In the meantime the petitioner is making his application in the ordinary way to the Supreme Court at Christchurch to recover moneys due him by judgments and evidence written and filed by the Registrar at Christchurch. By the false documents signed, sealed, and issued by the public servants at Christchurch, I have been put to more than £2,000 expenses, besides having wasted my life and nearly ruined my family since that date.

Therefore I sincerely trust that colonists of New Zealand will assist me and mine by signing my petition now presented.

1—I. 1c.

Copy of Report of Public Petitions M to Z Committee, 19th August, 1891, Session II., 1891, on two Petitions in favour of G. W. Ell.

Petitioners state that they believe that serious wrongs have been inflicted upon one G. W. Ell by the process of the Court of Bankruptcy having been used improperly to stay him in vindication of certain claims urged by him against Mr. Leonard Harper and others. They pray for relief.

I am directed to report :—

1. That one George Waldoek Ell was formerly connected in business with the Messrs. Harper, of Christchurch, in cattle, stock, and other dealing.

2. That on ceasing business operations legal proceedings were commenced by Ell against the Harpers, and by the Harpers against Ell.

3. That Ell obtained judgment against Harper and Hanmer for upwards of £2,000, for which, together with costs—in all, £2,400—judgment was signed in Christchurch, which judgment still stands, but is unsatisfied.

4. That in the action against Ell accounts were taken by the Registrar at Christchurch.

5. That the said Registrar, in disobedience to an order of the Supreme Court, went behind a settlement of accounts made between the contesting parties in 1873, and brought in a verdict for the Messrs. Harper against Ell for upwards of £2,000.

6. That thereupon Ell appealed against the said last judgment, and the judgment was set aside by the Court of Appeal, and referred back to the Registrar (and Accountant) at Christchurch, on the ground that he had no right to inquire into accounts prior to the settlement between the parties in 1873.

7. That when the verdict of the Court of Appeal, under the hand of the Chief Justice, was transmitted to Christchurch, all the papers were then sent to the Registrar by Mr. Cooper, then Deputy-Registrar at Wellington.

8. That on returning to Christchurch Ell received notice from the Registrar to attend for the purpose of completing the accounts.

9. That, on Ell attending the office of the Registrar for that purpose, the Registrar stated that he had not received the papers from Wellington, though as a matter of fact he had received them, and they were in his office at that time.

10. That, pending the proceeding with the accounts, the delay being thus caused, proceedings in bankruptcy were taken against Ell, and he was adjudicated a bankrupt.

11. That the three debts upon which he was adjudicated and kept in the Bankruptcy Court were proofs—(1.) By T. S. Weston, for upwards of £5,000, arising in three years out of an alleged debt of £103, of which Ell states only £17 was due, as the Trustee in Bankruptcy could have satisfied himself if he had ordered Mr. Weston to produce the books. (2.) A proof for £121, by F. T. Haskins, which was subsequently illegally altered to £21 odd, which £21 odd had already been recovered by the said F. T. Haskins against Ell in the Resident Magistrate's Court at Christchurch, and paid by him, as the Court proceedings showed. (3.) The whole claim proved in this case had been already paid by Ell's Assignee in Bankruptcy under former proceedings against Ell.

12. That the Registrar in Ell's bankruptcy refused to go on with the accounts in the second action, and they have never been taken by the Registrar to this day, although the whole of the proofs on both sides have been lodged in Court.

13. That two several Commissions have been appointed, on petition by Ell, to examine into this case, the first addressed to Mr. (now Mr. Justice) Conolly, who reported partially in Ell's favour and partially against him; the second to Mr. C. C. Graham, the Official Assignee in Bankruptcy, who inquired more minutely into the proceedings of the Bankruptcy Court, and who ordered an investigation into the accounts in the second action by Mr. Kember, a certified accountant.

14. That the said accountant, Mr. Kember, examined into the accounts furnished by both parties in the second action, and certified that in that action there was due to Ell a further sum of £1,530.

15. That the total amount in the two actions, therefore, with costs, and interest 10 per cent., as stated by Ell to have been ordered by the Supreme Court, would amount to a sum of between £6,000 and £7,000.

16. That upon the proofs of debt before alluded to Ell had been kept in the Bankruptcy Court for five years.

17. That the Official Assignee in Bankruptcy in Christchurch, Mr. Latter, obtained his release from Ell's estate by an order made some time since, and has since resigned from the position of Assignee in Bankruptcy.

18. The Committee are therefore of opinion that Ell has suffered grievous wrong by the abuse of the powers of the Courts of Law and Bankruptcy, and beg to recommend that he be appointed trustee in his own estate, or that some other impartial person be so appointed—First, for the payment out of his estate of all his just debts; second, to hold the residue of his own estate, if any, for his own benefit.

19th August, 1891.

H. S. FISH, Jun., Chairman.

CHARGES SUBMITTED BY MR. ELL AT THE REQUEST OF MR. BLOXAM.

THE charges against the Registrar are,—

1. That he disobeyed the order of the Supreme Court as to the settled account of 1873.

2. That he took the figures given by Mr. Harper, and disregarded the figures and evidence given by Ell.

3. That he issued two erroneous orders dated the 2nd September, 1885, and thereby caused loss and delay to Ell.

4. That he stated that he had not received the papers from Wellington on and after the 28th June, and thereby refused to go on with the accounts in July, 1886.

5. That, after Austin's retainer had been recalled by Ell and notice given to him (the Registrar), he gave notice to Austin, and not to Ell, of further hearings of the accounts, and allowed Austin to appear.

MINUTES OF EVIDENCE.

THURSDAY, 15TH SEPTEMBER, 1892.—(Mr. C. H. MILLS, Chairman.)

Mr. BLOXAM, Registrar of the Supreme Court, Christchurch, attended, and was sworn.

Mr. W. L. Rees appeared for the petitioner, and made the following statement: On page 34 of the evidence [Registrar's notes, not printed] the items appear.

Mr. Allen: What evidence?

Mr. Rees: The notes of the Registrar. After these notes had been spoken of, mention of Minchin's land is made (the Registrar, page 49). After Minchin's land had been mentioned, there is an item of £250 to credit as a mortgage on Minchin's land. Mr. Harper's receipt was produced, and all the notes in relation to it.

The Chairman: Clearly showing that this amount had been settled.

Mr. Rees: The conveyance was produced, and formed part of the consideration—in fact, the whole of the documents were produced; then Harper's receipt for £250. Nothing more was said about this £250 after this time. On the 1st December, 1884, the accounts were closed, and the amount of the fees paid. On the 5th February, in the notes, page 34, it says that the equity redemption was worth £1,200, and that this £1,200 included the £250. After the conclusion of the evidence on the 1st December, until the 4th February following, Mr. Ell was waiting for the certificates to issue. On the 4th February he withdrew his retainer from Austin. He gave notice to the Registrar. The Registrar, without giving notice to Ell, saw Mr. Martin about the accounts again, and appointed a time with Mr. Martin to go into them again. Without any notice to Ell, Austin and Martin met the Registrar on the 10th February, for the purpose of going into the accounts. Then Minchin's land got a step further. The note in the Registrar's book is to explain the matter of the £250, and the conveyance. The matter is adjourned to the 13th, no notice being given to Ell. Austin and Martin on the 13th February agreed to certain matters. No evidence was given, but the £250 had not been paid. Without any notice at all, after sworn testimony given, and the receipt produced, the amount is struck off from Ell's credit—it is, in fact, debited to Ell with £350 interest. After he has given evidence, and produced the receipt, a sum of £600 odd is debited to him on one item alone. When finally the accounts were made up the Registrar passed by the whole of Ell's evidence as regards the payment of the money, and accepted the figures and evidence put in by the other side. The figures will show the claims made by Mr. Harper. These documents will be put in for the consideration of the Committee [*vide* Appendix No. 7]. As far as Mr. Bloxam is concerned, these are statements made in Ell's petition, in which he says he has been injured by the officer of the Court—(1) As to the manner of taking the accounts; (2) refusal to go on with them; (3) issuing erroneous orders; (4) undue prosecution in Austin's presence when he reopened the accounts without Ell's consent again after the 1st December; (5) going behind the order of the Court as to the settled accounts.

Mr. Lake: Do you mention the three erroneous orders of 2nd September [*vide* Appendix No. 5]?

Mr. Rees: Ell applied to set aside the certificates granted by the Registrar. That motion was dismissed, and Mr. Martin took out the order which the Registrar issued. Not in that matter on which Ell wished to appeal, but in a matter which had been determined on the 28th of August—an entirely different matter. The orders were issued and dated the 2nd September, as if they had been in pursuance of Ell's matter, but they referred to another matter which was not in Court. Ell appealed. Not having a solicitor when he came to Court, it was found there could be no appeal, as no such business had been transacted on that date, or that that was not the order against which he was appealing. He was therefore driven back from the Court of Appeal. He had to go back to Christchurch to get the proper orders issued, and then bring them before the Court the following year. The order against which he appealed was set aside. Matters were referred back again. I will read Mr. Bloxam's evidence to the Committee:—"Order of Court made 2nd September.—E.F.I.: 'Order for judgment in 353 against Ell on the same day as Ell's application was refused'—that is, 2nd September—'The Judge refused to send the accounts back (2985). Judgment as prayed.'" Ell's motion was dismissed with costs, three guineas. The judgment as prayed was granted—both judgments in fact. It was, in effect, Martin asking for judgment against Ell, Ell's application being refused. Judgment was granted to Mr. Harper on the same day. When the papers came before the Supreme Court, judgment had been issued by Bloxam, dated the 22nd of September [*vide* Appendix No. 7]. That very nearly threw Ell back again into the Court of Appeal. Properly the date should have been the 2nd of September. The document bears on its face, "22nd of September." He ascertained that this error of date was made. The papers were sent for, and then it was seen that the date should have been the 2nd, and not the 22nd of September. The Court of Appeal allowed it to go. They set aside the judgment and the certificate and sent the matter back to the Registrar. Sir James Prendergast was obliged to follow the date, because this was a formal document. The effect of this was to put Ell three weeks wrong. Ell's judgment was for £2,404. That was signed on the 1st May. It was a judgment by consent. Then he got into the Bankruptcy Court, and he did not get out until 3rd June. I see entries in the Registrar's notes—"353: 28th June—Appointment to reopen accounts." "14th July, 1886: Appointment. No appearance."

Mr. Ell: I asked Mr. Bloxam to make a note of that. I was there; but it was entered "No appearance."

Mr. Rees: On the 28th July, 1886, the taking of accounts proceeded, but was adjourned to the

4th August at 11.30 a.m., as some papers had not been returned from Wellington or Christchurch.

Mr. Ell: The documents used I lent Mr. Bloxam, but I never had them back.

Mr. Rees: The next time we meet Mr. Ell he is thrust into the Bankruptcy Court. Then we have Mr. Cooper's letter returning all the documents [*vide* Appendix No. 6]; and on the 30th there are entries of the receipt of all these papers so far as Mr. Bloxam is concerned.

Mr. Lake: You say that notice was given to Bloxam by Ell—that Bloxam gave notice to Austin, but not to Ell; and that at the further meeting Bloxam allowed Austin to appear.

Mr. Rees: On the 5th of February, not only did Austin receive notice of the withdrawal of the retainer, but Mr. Bloxam received notice of it. On the same day he saw Mr. Martin, who was acting for Mr. Harper. He saw him alone on the 5th of February, 1885; and he went with Mr. Martin into some of these accounts. Then Ell believed that all the accounts were closed. Appointments were for the 10th February, to proceed with the accounts. Ell gets no notice of that whatever; it is adjourned to the 13th. Austin appears and Martin appears; but Ell has no further notice at all. There is not a tittle of evidence in these papers that Ell received any notice. The books show exactly how it was. The case was concluded on the first of December—that is, concluded and adjourned. The orders and certificates correspond with the whole of the notes. Although Ell had dismissed his solicitor, the Registrar goes on. On the 22nd of December the fees for the accounts were made up. They came to £11 odd—that is, the Registrar's fees up to the 1st of December, 1884. Ell paid £11 5s. When he goes for the certificate Mr. Bloxam charged him £88 4s. The last entry is 30th June: "28th: Received all the papers from Wellington." There are no papers received after that. There are no entries of papers on the 30th—no entry in action 353. The papers were all sent back together. No papers were received in these actions after that, except papers in 683.

Mr. Bloxam (to petitioner): As to the charge in No. 5 [*vide* page 3 of this paper]: has it ever been made before by you in any of your petitions—any charge before Mr. Conolly; or, if so, has the charge ever been filed?

Petitioner: Certainly, on several occasions.

Mr. Bloxam: If there had been it would have been amongst those mentioned in Mr. Conolly's report; but first of all as regards the settlement of accounts: With regard to that, I would first point out that in Mr. Conolly's report that was one of the charges which had been before him as Royal Commissioner. On that charge in his report he says—

Mr. Rees: It is not evidence what Mr. Conolly said. It will be no part of the record before this Committee; the report can be put in.

Mr. Bloxam: In that you will find in paragraph 4, page 1 [of H.-6, 1889], he says he never took into consideration the accounts in this matter (*vide* bottom of page 1). He goes on to say further on, paragraph 8, page 2, referring to this order, that if there were settled accounts covering, or intending to cover, all transactions between 1870 and 1873, such settled accounts were not to be disturbed. He goes on in page 6 (last clause), at the end of paragraph 11, to say, "This mistake, if it was one, was made in good faith." As a matter of fact, Mr. Conolly did not take evidence upon the question whether our ruling in respect of law or fact was right or not. He says (if the Committee will follow the evidence they will see) that there was nothing before him to show whether it was or was not wrong. I will now proceed to show the Committee what the matter really was. I am practically accused of perjury. Mr. Conolly leaves the whole thing in an indefinite way. He did not sit in judgment on the accounts at all. He says there had been a mistake, and afterwards he says, "If there was a mistake it was made in good faith."

The Chairman: There may be two interpretations of the word "mistake." I want to put that to the Committee. I do not mind what the interpretation may be; but Mr. Conolly's report has been cited so often as having found that there was a mistake.

Mr. Rees: I am giving evidence of fact, not Mr. Conolly's report.

Mr. Bloxam: I would point out before I go further that that question was appealed on to the Judge—this very order was finally referred to the Court of Appeal—that these matters were before the Court of Appeal on the 5th May, 1886.

Mr. Rees: We say that the accounts were settled, and that you went behind that settlement contrary to the order of the Court.

Mr. Bloxam: It was to cover all transactions between 1870 and 1873. On page 28 of my copy of the Registrar's notes, on taking the accounts, there is the evidence of Mr. F. C. Hall. Mr. Hall, in giving his evidence, said, "I think I got the amount of £147 13s. from Mr. Harper in his office at the time I made out the account on the 1st March, 1875. It was given by Mr. Harper out of some memorandum-book, and not out of the books of the firm." On pages 38, 39, and 40 of Mr. Ell's evidence it is stated, "In June, 1871, I had a transaction as to leasehold land." Further on he says, "The leasehold was for sixty-one acres, and I realised £200 the first year from crops. The credit item £100 represents part of the amount received for crops. The item £100 was paid to Mr. Harper to reimburse him for the amount paid by him for lease. Mr. Macpherson paid the amount to Mr. Harper at my request."

Mr. Rees: What has this to do with "settled transactions"?

Mr. Bloxam: Simply to controvert the statement that this was a settled transaction. I would refer the Committee to Sir Robert Stout's opinion [*vide* Appendix No. 14].

Mr. Rees: We do not want Sir Robert Stout's opinion.

Mr. Bloxam: A copy of Sir Robert Stout's letter, in which he cites the judgment of the Court of Appeal, to the effect that if the Registrar was satisfied that there was a settled account it was not to be disturbed. The fact was that a settled account was made, but it was found to be incorrect.

The Chairman: It appears to me that we cannot go behind the settled account.

Mr. Bloxam: Sir Robert Stout's letter includes the judgment of the Court of Appeal.

Mr. Rees : Let the judgment be taken, but not Sir Robert Stout's opinion.

The Chairman : I cannot allow the matter to go back in this way, or take *ex parte* statements from either the counsel for the plaintiff or from the counsel for the defendant.

Mr. Bloxam : He is pointing out the opinion of the Court of Appeal.

Mr. Rees : The position was this : Ell was acting for himself ; he had no lawyer ; there was a mistake ; in consequence of that mistake the whole thing had to go back.

Mr. Bloxam : I think you will find that Mr. Jellicoe had appeared for the plaintiff.

Mr. Rees : Mr. Jellicoe had previously appeared ; but the position was as I have just stated.

Mr. Bloxam : Then, on page 48 of Mr. Ell's evidence [Registrar's notes] he says, "My position with Mr. Harper on the 1st June, 1873, was as follows : Assuming that item (the exhibit H, No. 23 of Appendix No. 19), the bill drawn in settlement of the £147, is correct, I owed in addition £250 (mortgage) on Minchin's land, £200 on Perkin's land, £1,000 on Cadman's land, and he owed me at the time £5 cash paid, Gardener's deposit ; £100 paid by Macpherson and not accounted for against Harper's agents."

Mr. Rees : That is not it at all—it was a stock account.

Mr. Bloxam : But it did not include all the transactions between them ; that was the reason it was gone into.

The Chairman.] Will you explain what this receipt means for £250?

Mr. Bloxam : It comes in twice, for they made a separate charge of it. In what way I will refer to in the other evidence. It is a separate charge in Ell's statement ; I was going to follow that through. In page 58, evidence of Mr. Gardener [Registrar's notes], he says, "I remember that on the 6th September I paid Messrs. Hanmer and Harper £5 on account of Mr. Ell ; he had bought the equity of redemption of certain land through Shannon, and I bought his bargain from him. I had a receipt from Mr. Harper himself." Now, that shows that in 1872 there were some transactions that were not accounted for.

The Chairman : Here we are going back again to something earlier than 1873 and the settlement.

Mr. Bloxam : If this was meant to cover transactions between 1870 and 1873. When the matter was gone into it was found that it did not cover all the transactions between 1870 and 1873 ; therefore it was gone into. I am simply showing the items between 1870 and 1873.

Mr. Rees : If Mr. Bloxam says this was his reading of the order—that he thought it was the right interpretation, or that if a mistake were made he was doing what he believed to be right—there is an end of it so far as he is concerned.

Mr. Bloxam : I say that I was right ; there is a matter of £808 put on to Mr. Ell's judgment on the other side ; if there had been a settlement it would not be in the judgment which he obtained.

Mr. Rees : Here is the arbitrator's and the Registrar's ruling—their verdict in point of fact. They state that there was a settlement closing the account [Registrar's notes].

The Chairman : The question for us is whether the petitioner has suffered or not. If he has, that fact might form the basis of a recommendation.

Mr. Bloxam : I am endeavouring to make this matter as short as I can. I would be perjured if these charges were true.

Mr. Rees : Some of those statements are very like it.

Mr. Bloxam : If you would say that outside, apart from your privilege.

Mr. Rees : I would say it outside ; and it is not at all improbable but I shall take out a criminal information against you.

Mr. Bloxam : On page 65 [Registrar's notes] Ell says, "I do not recollect having a settlement of account with Harper in June, 1873."

Mr. Rees : The whole of that should be read, coming after, "I do not recollect a settlement of accounts."

Mr. Bloxam : He says, "I had another action pending with Mr. Harper and another. These accounts were being taken in each action simultaneously." On page 68 [Registrar's notes] Mr. Harper says, "In June, 1873, I went through the accounts with Mr. Ell. At the commencement of this action Mr. Ell refused to admit the correctness of the account produced by me purporting to be a settlement of the stock transactions between us in 1873. He further claimed the right to go behind that date, and to produce accounts previous to that time, and to require me to do the same." He was cross-examined by Mr. Austin, who appeared for Ell. The refusal took place before the arbitrator. The exhibit held by Harper is the account referred to. The exhibit B [inquiry by Mr. Conolly, H.-6, 1889] was produced. The effect of it was that there was no final settlement of accounts in 1873. When Ell settled in 1873 they gave him a credit of £100 for potatoes. He represented they were worth £6 a ton.

The Chairman : In that paragraph "settlement" means an adjustment of the account. Mr. Harper understood there was a settlement.

Mr. Rees : He says so over and over again on oath. Mr. Harper does. That bill was given in settlement. Here is the account rendered to Ell as to the item £147 13s. It is on folio 16 of the Registrar's accounts.

The Chairman : Are the settled accounts only stock transactions?

Mr. Rees : Nothing but stock transactions. There were two actions ; one for stock transactions.

Mr. Bloxam : No, Mr. Rees.

Mr. Rees : Each party produced an account.

Mr. Lake : Is there a counter-statement in evidence?

Mr. Rees : Ell produced an account ; the other side produced an account : here they are both [vide Appendix 7].

Mr. Allen : Has the Registrar gone behind the settled account as regards stock accounts?

Mr. Ell : Certainly.

Mr. Rees : That is what is complained of.

Mr. Allen : Stock accounts alone?

Mr. Ell : Yes.

The Chairman : When you reopened the account, to what date did you go back?

Mr. Bloxam : Mr. Hargreaves was with me in taking the accounts. Whatever charge there is includes him.

Mr. Lake : But did you go back?

Mr. Bloxam : We took the transactions as they came. We did not regard whether there was a fresh item as regards stock. It was an incorrect statement as a whole. To show you that any one item affected the whole if incorrect, I may mention that two separate actions were commenced by Ell's solicitor, for his own reason—one against Harper, the other against the old firm of Harper and Hanmer. Harper admitted his responsibility for some of the account. Both actions were running side by side until we came to take the actual accounts. Similar accounts were filed. The parties agreed that the evidence given in one action would be accepted as evidence given in the other. We were then to draw a dividing-line between what was in the action of Ell v. Harper and Ell v. Harper and Hanmer. Then it ran down on the basis of taking the accounts in one action, till we arrived at the certificate. We then joined the two separate certificates. This then went up before the Judge. Ell's solicitor had both certificates in his possession. He entered up judgment, or rather applied to the Court for judgment on the one in his favour. The accountants' fees had to be paid before the certificate issued. Until that was done they could not get their certificate. When they did get it then they moved for their judgment. That is the reason why there is a difference in the one judgment and the other. Mr. Ell, after numerous applications to the Supreme Court, finally came to the Court of Appeal on the motion referred to in that judgment which you have read. The certificates were not set aside, but the judgment was set aside, on the ground that the Judge, when he ordered the certificates to be drawn, would have the reasons before him.

The Chairman : I do not think the Committee wishes to act as accountant in this case. What we do want is to be able to arrive at definite issues as to the position Ell is in. The question is whether he has received proper treatment or not in prosecuting his case.

Mr. Bloxam : I cannot put before you the remarks of the Judge or the Royal Commissioner. I will simply say that he has received fair treatment.

The Chairman : The specific charge is that you have gone behind the order of the Court.

Mr. Bloxam : I am endeavouring to show that we did not do so. To show that it is necessary for me to cite this evidence. If we had accepted that £147 as a settlement of all the transactions between the parties, then there would be a sum of £956, less balance on that settlement, which would come off the other judgment, and would not have been included in the certificate on which the other judgment was founded.

The Chairman : If the Committee have the accounts showing what transactions took place between Ell and Harper since 1873, and if professional accountants have gone over them and decided what is owing on one side and the other, we would not care about interfering in any way.

Mr. Bloxam : I will come to that later on.

Mr. Rees : Now, there are one, two, three, four statements that he discharged the order of the Supreme Court of 1873. Is your answer to that "No"?

Mr. Bloxam : My answer is "No." All that I have said is to be found in a separate answer. I am not calling witnesses, but I would ask you to send for Mr. Hargreaves.

Mr. Swan : What was the position of Mr. Hargreaves?

Mr. Bloxam : He was an accountant appointed to sit with the Registrar under the Supreme Court order. For payment he receives fees, which are paid by the parties. He is in point of fact in the position of arbitrator; he refuses to make an award until his fees are paid.

Mr. Allen : Is the evidence of Hargreaves printed?—Yes.

The Chairman : You can refer to that if you will give us the whole of it.

Mr. Rees : If Mr. Bloxam would only say "that was my reading of the order"—that he thought it would not affect the position if the account had been referred back—that might be an answer to this particular charge.

An Hon. Member : Did he take the figures referred to by Hargreaves?

Mr. Bloxam : After the accounts were taken Mr. Hargreaves and myself considered that if there were any items in which the parties happened to agree, it would save us a considerable amount of trouble and time. We therefore instructed the parties to put in their own accounts. When they came in we found they did not help us in the slightest degree, for they did not agree in anything. We took not the slightest heed of them in making up the accounts.

The Chairman : That is a fair explanation of charge No. 2. Now we come to charge No. 3 [vide page 2 of this paper].

Mr. Rees : I would now ask Mr. Bloxam to account for the absence of the identity of amounts which makes a difference of between £3,000 and £4,000 in favour of Harper.

Mr. Bloxam : Mr. Hargreaves did the same thing.

Mr. Rees : It came out in Ell's favour £1,574. That is thrown out. They take the whole figures, and give a decision in favour of Harper for £2,160. Here is the account, after the accounts were finished. This is taken in favour of Harper, and Ell's is thrown on one side [vide Appendix No. 7].

The Chairman : Can you explain that?

Mr. Bloxam : I simply say it was not the case. When we found these accounts did not help us in comparing them with one another we took no further heed of them; it was done to save us going through a whole mass of evidence. You had better call Mr. Hargreaves. I deliberately swear it was not done as Mr. Rees suggests.

The Chairman : That would mean, in the first instance, a false record, if the judgment for Ell

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;

but the terms were not complied with. On the 26th August he wanted to vary terms; that summons was dismissed.

Mr. Rees: What was dismissed? Do you mean that one motion was partly dismissed and not dismissed?

Mr. Bloxam: No, the time was extended to the 2nd September to hear motion to vary certificate. On the 26th August motion was made to strike out a part; the rest remained on to the 22nd September; the terms were not complied with.

Mr. Rees: When was the motion to vary the order?

Mr. Bloxam: On the 2nd September.

Mr. Rees: You state that the order was dismissed by Mr. Justice Johnston on the 2nd December—that application was discharged?

Mr. Bloxam: Yes; because the order was not complied with.

Mr. Rees: What was done on the 26th August?

Mr. Bloxam: The motion was to vary order by striking out a part.

Mr. Rees: What was done with that?

Mr. Bloxam: It was discharged.

Mr. Rees: Then, only the motion taken out by Ell to vary order was dismissed on the 26th August?

Mr. Bloxam: No.

Mr. Rees: What summons was taken out by Ell to vary that?

Mr. Bloxam: Mr. Ell took out a summons or served notice of motion to vary order made on the 5th of August by striking out the part referring to giving security or paying the money in part.

Mr. Rees: He asked to vary the order in that way?

Mr. Bloxam: Yes.

Mr. Rees: When was the motion made by Ell to vary order?

Mr. Bloxam: On the 26th of August.

Mr. Rees: When was it dismissed?

Mr. Bloxam: On the 26th of August.

Mr. Rees: Then, it was heard and dismissed on the 26th of August?

Mr. Bloxam: Yes.

Mr. Rees: Is this the order dismissing it [reading order, *vide* Appendix No. 5]?

Mr. Bloxam: That is not the order.

Mr. Rees: Was any other order made?

Mr. Bloxam: No.

Mr. Rees: Then, why did you sign it with the seal of the Court?

Mr. Bloxam: According to the judgment the time was extended to the 2nd of September, to hear motion to vary certificate and security for costs.

Mr. Rees: On the 5th of August application to vary certificate was extended to the 2nd of September for the purpose of hearing Ell's application to vary certificate?

Mr. Bloxam: Yes.

Mr. Rees: Ell then filed notice of motion to vary that order of the 5th?

Mr. Bloxam: Yes, by striking out a part.

Mr. Rees: Was that the only motion that Ell filed to vary the order?

Mr. Bloxam: I cannot tell you that. I do not know of any other notice of motion filed by Ell to vary order of the 5th of August.

Mr. Rees: Then the motion made by Ell to vary order was heard on the 26th?

Mr. Bloxam: To vary order by striking out a part.

Mr. Rees: Was there any other motion to vary order?

Mr. Bloxam: I do not know whether there was or not.

Mr. Rees: You do not know whether any other motion was made by Ell?

Mr. Bloxam: No.

Mr. Rees: Now, was the one which you do know of heard and dismissed on the 26th of August?

Mr. Bloxam: A previous one stood over.

Mr. Rees: I am not speaking about a previous one.

Mr. Bloxam: That is the only one I know of.

Mr. Rees: Then, the only motion to vary order was heard and dismissed on the 26th August?

Mr. Bloxam: That was by striking out a part of it. On the other one the terms had not been complied with.

Mr. Rees: Was the application of the 2nd September to vary order of the 5th August?

Mr. Bloxam: Yes.

Mr. Rees: Where is that shown in any of the documents?

Mr. Bloxam: In Judge Johnston's notes [*vide* Appendix No. 16].

Mr. Rees: To vary certificate the time was extended from the 5th August to the 2nd September, on certain terms; that was the application that came on on the 2nd September.

Mr. Bloxam: Yes, it practically was then the order of the 2nd September; payment into Court had not been made, and it was dismissed.

Mr. Rees: But the application to vary order made on the 5th August was dismissed on the 26th August?

Mr. Bloxam: Yes.

Mr. Rees: Was any other order made on the 2nd September than the order refusing or dismissing Ell's motion to vary certificate?

Mr. Bloxam: There was a judgment according to Judge Johnston's note [note read, *vide* Appendix No. 16].

Mr. Rees: Now, this order is issued on the 22nd September, in action 353: motion dismissed—that is, motion to vary certificate.

Mr. Bloxam: Yes.

Mr. Rees: Martin's application for judgment was made on the 2nd September?

Mr. Bloxam: Yes.

Mr. Rees: And the one to vary certificate?

Mr. Bloxam: Yes.

Mr. Rees: Was there anything else done on that day?

Mr. Bloxam: This shows what was done.

Mr. Rees: Nothing else was done except what is recorded here [Judge Johnston's note-book; *vide* Appendix No. 16], and that corresponds with the dates and figures here.

The Chairman (charge No. 4; *vide* page 2 of this paper): Did you not receive the papers from Wellington on or after the 28th June? [Paragraph of petition read.]

Mr. Bloxam: That is not correct as it is put there.

The Chairman: Can you tell me at what date you did receive the papers?

Mr. Bloxam: Will Mr. Ell say what papers he refers to?

Mr. Ell: All the papers that had been used by Mr. Bloxam in taking the accounts, both in 30 and 353.

The Chairman: Do you mean all the papers as referred to by Mr. Cooper in a letter said to have been sent by him to Bloxam?

Mr. Ell: Yes.

Mr. Bloxam: As a matter of fact, on the 28th of June all the papers in these actions were received in Christchurch.

The Chairman: By yourself?

Mr. Bloxam: Except the exhibits.

The Chairman: They were not all received—the papers—some of the exhibits did not come.

Mr. Rees: What exhibits?

Mr. Bloxam: Exhibit H [*vide* No. 23 of Appendix No. 19], I think, which you see in Mr. Martin's evidence.

Mr. Ell: I lent that to Mr. Bloxam, and he has never returned it from that day to this.

The Chairman: Is that correct?

Mr. Bloxam: No, it is not. I do not know anything about it.

Mr. Ell: It is in Mr. Martin's evidence. [Mr. Conolly's note at the end of page.]

Mr. Rees: I would sooner Mr. Bloxam would give his own evidence.

The Chairman: In Mr. Cooper's letter he says, "I have the honour to return all the papers received from you." [Letter read; *vide* Appendix No. 6.] I want you to clear this matter up. I wish to ask you now did you receive these papers.

Mr. Bloxam: All the papers in these actions came down on the 28th of June.

The Chairman: What date?

Mr. Bloxam: The 28th.

The Chairman: Did you refuse an application from Mr. Ell by stating that you did not receive them?

Mr. Bloxam: No.

The Chairman: Just now you said there was one paper not received.

Mr. Bloxam: The exhibits did not come back.

Mr. Rees: Then, you did not receive all the papers?

Mr. Bloxam: I want to show that the papers were received, but we went on taking the accounts. There was no four weeks' rest.

Mr. Rees: Again you say they were received.

The Chairman: Were you short of any papers when Ell made the application?

Mr. Bloxam: No; we were short of no paper except that one—exhibit H. [*Vide* No. 23 of Appendix No. 19.]

The Chairman: Did it make any difference the want of that paper?

Mr. Bloxam: It did not make any difference.

The Chairman: Did you say to Mr. Justice Conolly that the reason why you did not go on was because you could not get the papers?

Mr. Bloxam: I told him that some of the papers had not come to hand. All these charges have been before Mr. Conolly.

The Chairman: Will you read your reply to Mr. Conolly.

Mr. Bloxam: Page 2 of H.-6, 1889, at the very bottom, the last three lines. [Read.]

The Chairman: I want your own evidence. I want what Mr. Bloxam said in his evidence to the Court *re* these papers.

Mr. Bloxam: Page 11 of H.-6, 1889, ten or twelve lines from the bottom; but it is not correct as sworn by Mr. Ell.

The Chairman: Now I want you to explain.

Mr. Bloxam: There were things that did not come back; but what did not come back did not delay the proceedings a moment.

Mr. Rees: What! The accounts were not very material in taking accounts?

Mr. Bloxam: That is not a correct statement.

Mr. Rees: Your answer now is that you do not recollect what papers were received, except that exhibit H had not come to hand.

The Chairman: Had you not received the accounts at that time?

Mr. Bloxam: I do not know whether the accounts were received at that time or not. I was going to show you that matters were not delayed in any way.

The Chairman : This statement is sworn evidence. Now you have told the Committee that you did receive all these except the H exhibit.

Mr. Bloxam : You are confusing between exhibits and the action papers.

The Chairman : Can you say what you had received and what you had not?

Mr. Bloxam : At the bottom of page 12 of H.—6, 1889, I remember Mr. Ell referring to one exhibit.

The Chairman : Mr. Ell has told you that he gave you that, or a copy, and that you never gave it back to him.

Mr. Bloxam : I deny that Ell ever supplied me with that, and that I never gave it back to him; I deny that he did not receive it back again.

The Chairman : It would shorten the proceedings if you could say what papers you received on the 28th of June and what you did not receive.

Mr. Bloxam : It goes further than that.

The Chairman : Will you tell me what papers you did receive?

Mr. Bloxam : I do not know, except what the letter states.

The Chairman : How do you know that there was a missing exhibit if you did not know what you received? How do you know that all the papers were not complete?

Mr. Bloxam : Because there is a copy kept in the letter-book of the exhibits forwarded to Wellington; there is a pencil-mark on the original, "Not returned," as against exhibits.

The Chairman : Would it not be the duty of yourself or your clerk to write to Mr. Cooper stating that certain exhibits had not come to hand?

Mr. Bloxam : Other papers were received from Mr. Cooper in Wellington in August or September which, from Mr. Justice Richmond's notes, it would appear conclusively that that exhibit H was put into an action tried here. To show you that these things did not delay proceedings I may say the action papers were received on the 28th June. I have a memorandum from Mr. Hargreaves of the 29th June, in which he says, "In reply to your memorandum of the 28th, I will hold myself ready to meet you on the 5th of July." That was with reference to a fresh appointment to go on with the accounts. On the 3rd of July the appointment was made by myself.

Mr. Lake : As regards the letter of the 28th of June, you know the papers were not complete because you had a mark against certain exhibits.

Mr. Bloxam : Yes.

Mr. Rees : But who put that note there in pencil? I ask you that: do you know?

Mr. Bloxam : These are action papers, not exhibits.

FRIDAY, 16TH SEPTEMBER, 1892.

Mr. Bloxam : There was a letter dated or posted on the 25th June, and received from Mr. Cooper on the 28th June. [*Vide* Appendix No. 6.] On the 24th August (received 28th August) was a letter from Mr. Cooper *re* papers in *Ell v. Harper*, No. 683. On the 22nd September (received on the 27th September) is a letter from Mr. Cooper in *Ell v. Harper* and another. On 22nd April, 1886, according to Mr. Justice Richmond's note-book in Wellington, Mr. Ell was giving evidence, and he said the account I received in 1880 was rendered before the Registrar at Christchurch; he put that to show it must have been the same document, which was one of those exhibits. That was the document of which a copy was put in. In reference to Mr. Ell's statement, I understood him to say that he never received that exhibit back. There is a receipt here in the handwriting of Mr. Ivess, with Mr. Ell's signature—683.

The Chairman : Mr. Ell, is this paper now put in by Mr. Bloxam the one you tell the Committee had not been returned to you?

Mr. Ell : The paper that I say was not returned to me is exhibit H. [*Vide* No. 23 of Appendix No. 19.] I say I never had it returned to me. I received a portion of it, but that portion was perfectly worthless to me. It was not the part which I required.

The Chairman : Was that paper in 683?

Mr. Ell : Yes. I am sorry I have not brought it here. I have it, and I will bring it. [*Vide* Appendix No. 6.]

Mr. Bloxam : We now go on to show that, whether they were received or not, is of no importance. You remember it was on the 28th June the papers were received. On the 29th June I have a letter from Mr. Hargreaves, which was written in reply to mine—that is, mine of the 28th June, in which he said, "I will hold myself at liberty to meet you on the 9th or 15th July, or either, as you may appoint." Then on the 9th July a letter was received by me from Messrs. Jellicoe and Menteth, dated Wellington, 9th July, stating that, "Owing to Judge Richmond's illness, the criminal sittings were postponed a week, &c.; but if you will kindly postpone the hearing I will be in attendance. You will doubtless recollect that the 15th was the day you submitted to me, &c. I have written to Mr. Martin, and shall be obliged by your conceding this favour." I had made a memorandum then *re* interview with Mr. Jellicoe and his letter of 9th July. On the 28th Mr. Ell applied for an appointment, and I informed him that I must inquire from Mr. Harper what day would suit, and wrote accordingly, suggesting 9th or 15th. Mr. Hargreaves replied that the 9th or 15th would suit. Mr. Ell, on being told that the 9th or 15th could be appointed, the first being subject to the criminal sittings being over, took away his application on the 29th. Then, on the evening of the 29th Mr. Jellicoe was in my office. On the 3rd July another appointment was made, and that appointment lapsed on the 14th.

The Chairman : Was that date fixed—that is, the 14th?

Mr. Bloxam : Yes. Here is the answer. But at 10.38 there was no appearance of any one but Mr. Ell, and the appointment lapsed. Then on the 17th another appointment was made for the 28th; on that date Mr. Ell appeared personally.

The Chairman: What date?

Mr. Bloxam: The 28th. In accordance with the certificate of the Court of Appeal Mr. Ell desires to be reviewed all the items in the certificate, both on the debit and credit side, ticked in red, and objects to all such items being included in the account. He also claims that £147 13s., amount of bill drawn in settlement of stock account (exhibit H). [*Vide* No. 23 of Appendix No. 19.] In reference to the amounts of the items Mr. Ell stated that there was no question. Adjourned to Wednesday, 4th August, either party to bring such evidence on the items in question as they may deem desirable. Then on the 4th August the accounts were proceeded with. Mr. Martin was there and Mr. Ell. The first item stood over till the next sitting on Mr. Ell's application. Then the item which was claimed by Mr. Ell as having been included, and having no connection at all between himself and Mr. Harper, that item was referred by us to the Judge under rule 422, and together with all other items which would be affected by that rule also stood over till the ruling of the Judge was obtained. From that date all of these items were out of our hands so to speak, as we had not control over them. The other items were gone on with, and it was adjourned till the 11th August. Then on the 11th August, Mr. Ell having been adjudicated a bankrupt, of course the matter was at a standstill as far as the Registrar was concerned. Referring to the orders which we had yesterday, the Committee will remember they were made on the 2nd September, and taken out afterwards, on the 19th October. On the 2nd September these orders, which appear in two actions, 30 and 353, were made.

The Chairman: Was any order made about varying order of the 5th August by the Judge in No. 30?

Mr. Bloxam: I could not possibly say.

The Chairman: Is there anything at all to show that there was any order in No. 30 made to vary the order of the 5th August?

Mr. Bloxam: In the Court of Appeal records there appears to have been set down here on the 5th May, "in *Ell v. Harper*, No. 30: Jellicoe and Menteath filed order."

The Chairman: Do you know whether statement made in clause 5 [page 3 of this paper] as a charge against Mr. Bloxam has ever been mentioned before?

Mr. Ell: Yes, it has been mentioned before. I will bring proof of that. I have it here. This is the document. [Handed to Mr. Mills and read (not printed).] All these documents come through Mr. Bloxam's hands.

The Chairman: Do you mean to say, Mr. Bloxam, that these documents did not go through your hands?

Mr. Bloxam: They do not go through my hands.

The Chairman: Did you receive that letter from Mr. Ell, stating that he had withdrawn his retainer?

Mr. Bloxam: Very likely I did, and if he says so I do not dispute it.

The Chairman: Will you say Yes or No?

Mr. Bloxam: Yes. I wish to point out to the Committee, as regards this No. 5 [*vide* page 3 of this paper], a solicitor of the Court who is on the record must be discharged from off the record by the order of the Court. The officers of the Court simply have to acknowledge him. The whole thing is a matter of practice and procedure, and until he is discharged from there he has the right to come to me and claim to represent the action. On the 17th February, 1885, there was a summons before the Court for an order for change of solicitor, and an order was made on the 24th February appointing a Mr. Lynch as solicitor in place of Mr. Austin upon payment of Mr. Austin's costs. Then, again, on the 21st July, 1885, there was a motion for change of solicitor made by a Mr. Hamersley. On the 24th July that motion was adjourned till the 31st. On the 4th August, 1885, a motion to change solicitor was carried *in Banco*, Mr. Hamersley appearing for Mr. Ell, and Mr. Austin for the Official Assignee. On the 5th August, 1885, Mr. Austin, by his own consent, and on the application of Mr. Hamersley, was removed from the record, and Mr. Hamersley was appointed in his stead. We were then in this position: that Mr. Austin was on the record, and obliged to be recognised by the officers of the Court as entitled to appear; and to show that everything under the circumstances that we could do was done, though he was on the record; notice was given when those certificates were ready to Mr. Martin and Mr. Austin on the 20th February, as soon as the accountants' fees were paid.

Mr. Ell: Mr. Bloxam says that I have brought an action against Austin, and by some means this action was settled out of Court. Now, sir, Mr. Denniston (then a solicitor) appeared for me in that case, and Austin had to pay all costs in that.

The Chairman: You mean to say it was not settled out of Court.

Mr. Ell: Yes, that is what I say. As far as this man Austin is concerned, on the 16th March Mr. Bloxam filed, or allowed a motion to be filed, to turn the jury out of the box after I had paid Mr. Bloxam 10s. each to pay these gentlemen. I received back twelve half-sovereigns.

The Chairman: Is that correct, Mr. Bloxam?

Mr. Bloxam: On the 11th March, the day the money was paid by Mr. Ell, in order that there should be no question about this change of solicitors, a letter was written to Mr. Hoben, who appeared in the matter, that "the certificates taken by the Registrar are ready for issue. The solicitor on the record, Mr. Austin, has requested me to hand them over to him, which I intend to do to-morrow at 11 o'clock. As an order was obtained by Mr. Lynch for a change of solicitors in both cases, I forward above information to you in order to give Mr. Lynch an opportunity to take out an order should he wish to do so." An order must be made by the Judge, but unless it is taken out in a proper manner it is simply no order. That order for change of solicitor had not been taken out, and as Mr. Austin claimed the right, he still being on the record, I gave special notice in order to relieve myself from all responsibility in the matter.

The Chairman: Was the statement made by Mr. Ell, that he wrote a letter to you saying that he had withdrawn his retainer, correct?

Mr. Bloxam : I do not know, although I do not deny it. It may be possible.

The Chairman : On receipt of a letter like that, is it customary to give a reply or not ?

Mr. Bloxam : I think Mr. Ell stated yesterday that there was a written reply.

The Chairman : No.

Mr. Bloxam : This is what it is [producing document (not printed)].

The Chairman : So that clears the matter up.

Mr. Bloxam : There is a difficulty in explaining this case. It is really the business of a solicitor to understand the practice of the Supreme Court.

The Chairman : When was Mr. Austin removed by the Court ?

Mr. Bloxam : Not until the 5th August.

Mr. Ell : Mr. Bloxam was well aware that, under the rules of the Supreme Court, a document of this kind ought not to be executed under two days' notice.

The Chairman : What document was that ?

Mr. Ell : Action 683, affidavit J. C. Martin, 16/3/85. [Not printed.]

The Chairman : Mr. Bloxam, is the statement made by Mr. Ell that this money was handed in correct ?

Mr. Bloxam : I do not know, although the jury fees might be paid in.

Mr. Ell :] After the jury was discharged, after this matter was taken notice of by the Judge, did you not in an envelope hand me back the money ?

Mr. Bloxam : I have no doubt, if the jury were discharged.

Mr. Ell : I had no notice of that document.

Mr. Bloxam : I do not know what Mr. Ell is referring to.

The Chairman : Do you know anything about that document ?

Mr. Bloxam : No.

The Chairman : Should there not have been two or three days' notice, Mr. Ell ?

Mr. Ell : Yes, two or three.

Mr. Bloxam : Whatever complaint there was, Mr. Ell should have made it to the Judge.

Mr. Ell : Before I had time to take this redress I was crushed in bankruptcy.

The Chairman : Will Mr. Bloxam tell us how it was that a summons was issued on the 17th February, 1885; and we have it on evidence that Austin was not discharged till the 5th August, nearly six months afterwards ?

Mr. Bloxam : Simply because no order was made.

The Chairman : That may be. I want to know how it was. Are we to understand that when a man sends you in a notice that it takes you six months to reply to it ?

Mr. Bloxam : I have nothing to do with that. If a party wants to have a summons heard, it goes in the ordinary course before the Judge—the officers of the Court have nothing to do with that matter.

Mr. Ell : In February I withdrew the retainer from H. S. Austin. In the previous December, on the finishing of the accounts before Registrar and arbitrator, it was proved by that evidence, and is shown by documents, that upwards of £3,000 was due on the accounts in actions 30 and 353. This was pointed out by me to Austin. He then agreed to accept an order upon any money that might come into Court upon his taxed costs. Before that could be carried out I was crushed into bankruptcy.

The Chairman : From the 1st April, then, Mr. Austin filed his account, showing how much Ell owed him.

Mr. Ell : That was six days after I was a bankrupt.

Mr. Bloxam : From that time he was not acting for Mr. Ell, although he was allowed to appear for him—he acted for the Official Assignee.

The Chairman : When was Mr. Ell adjudicated a bankrupt ?

Mr. Bloxam : On the 1st April, 1885.

The Chairman : It was December, 1884, you finished the accounts.

Mr. Bloxam : Yes.

The Chairman : Mr. Ell, were you adjudicated a bankrupt in 1886 too ?

Mr. Ell : Yes ; but that is a different matter.

The Chairman : When was this Austin business held—1886 or 1885 ?

Mr. Ell : 1885.

The Chairman : In Mr. Ell's statement he said that the Government instructed Mr. Graham to employ an accountant.

Mr. Rees : Mr. Kember was duly employed. After the question of Mr. Ell I tried to get a Committee of the House, but I did not succeed. Mr. Fergus asked me if Ell would be satisfied if he submitted these documents to Mr. Graham, as to whether they were false or not.

The Chairman : The question is this : You have stated here that Mr. Kember, certificated accountant, was duly employed. Do you mean that he was employed by you, or was he employed by Mr. Graham ?

Mr. Ell : I went to Mr. Kember first, and asked Mr. Graham to give Mr. Kember authority.

The Chairman : Did you employ Mr. Kember ?

Mr. Ell : Yes, I employed Mr. Kember, and Mr. Graham gave Mr. Kember authority.

The Chairman : You employed him.

Mr. Ell : Yes ; I suppose that is the way to take it.

The Chairman : Mr. Graham sanctioned the employment.

Mr. Ell : Yes.

Mr. Bloxam : Mr. Kember went through the accounts [*vide* Appendix No. 7], and certified there was due about £8,172. In 1889 Mr. Kember put in certain accounts, which were based upon some accounts prepared by Messrs. Brooks and Co. Messrs. Brooks and Co.'s accounts

are referred to in the affidavit of Mr. Harper, quoted by Sir Robert Stout. I need not, therefore, go further into that. Assets in the estate of G. W. Ell, on page 7, the amount £5 12s. 6d., with interest, is certainly not an amount payable by Mr. Harper. Half the amount of the accountants' fees were paid by Messrs. Harper.

The Chairman: I really will not sit here as a professional accountant and go into all these small amounts. If there is anything else, Mr. Bloxam, which affects yourself personally, we shall be pleased to hear you, but the Committee cannot go into small matters of £5 or £6.

Mr. Bloxam: There are two of those which I want to refer to. Mr. Kember found in the account the sum of £900, as an asset in Mr. Ell's estate in action 683; this he does on the 15th August, 1892.

The Chairman: Can you not understand this: that the Committee are inquiring into the fact whether Mr. Ell has had a chance to get his affairs before the Court?

Mr. Bloxam: We have nothing to do with the accounts owing. That action was tried in Wellington by a Wellington jury in 1886, and judgment was given by the jury for the defendant in the action. A new trial was refused; yet in 1892 Mr. Kember brings the amount in as an asset in Mr. Ell's estate.

Mr. Ell: That was never before the Court. It is a matter you know nothing whatever about.

The Chairman: Please let us have anything you think will assist the Committee.

Mr. Bloxam: This will assist.

The Chairman: I cannot permit this continual going back into old accounts.

Mr. Bloxam: I have nothing further to say, but I am here to look after my own interests; and I would simply say that on the 21st April, 1891, I received a letter from the Department of Justice, directed by the Minister of Justice, that he is satisfied Mr. Ell has no real cause of complaint, and it is not intended to proceed further in the matter.

The Chairman: What date is that letter?

Mr. Bloxam: 21st April, 1891. I would also point out that the commencement of this business was 1878. Mr. McHaffie stated at a meeting in Christchurch that in 1878 Mr. Ell had made an assignment to Mr. Wilkin, so that this question must have belonged to Mr. Ell's estate which was assigned.

Mr. Ell: In 1883 Mr. Holmes, the late member of the House, settled all these questions, and put them right, so that I could depend upon justice from all these people.

Mr. Bloxam: I have referred you to Sir Robert Stout's statement. [Vide Appendix No. 14.] I do not know whether you would care to have reference to the law reports of all cases reported before the Supreme Court or before the Court of Appeal.

The Chairman: If you have the dates of any, and they are required, they can be referred to.

Mr. Bloxam: Yes, I can supply the particulars: "New Zealand Law Reports," Supreme Court, Vol. iii., 1885, page 433; Vol. iv., 1885, pages 307 and 316; 1887, Vol. v., page 66; Court of Appeal, Vol. iv., 1886, pages 115 and 141; Vol. v., 1887, page 121.

Mr. Ell: How is it you have forgotten July, 1886.

Mr. Bloxam: I will be careful to produce that. It is mentioned in the list.

The Chairman: How is it that you did not reply to that letter that Mr. Ell sent, stating that Mr. Austin was no longer acting for him?

Mr. Bloxam: There was a verbal reply given. A written reply would not be sent after a verbal reply was given.

The Chairman: It was most unbusinesslike and discourteous.

Mr. Bloxam: I do not know that it was not answered. I have not got the letter-books here, so that I cannot possibly state.

STATEMENT BY G. W. ELL, ON OATH.

PRIOR to the year 1880, for many years I had had business arrangements with the Messrs. Harper. On the termination of these business arrangements large accounts were outstanding between us. To prevent litigation an arbitration was agreed to. Mr. Holmes, solicitor, of Christchurch, acted for me. As Mr. Holmes had to attend to his parliamentary duties in Wellington, it being impossible therefore to render an award within the time limited by the submission, it was agreed to abandon the first arbitration, and that a second should be entered into. This second arbitration-bond the Messrs. Harper refused to sign. [Vide Appendix No. 1.]

I then sued the Harpers in two separate actions, one being against Harper and Hanmer, the other against Harper alone. The actions were numbered 30 and 353. As the matters at issue were simply matters of account between the two parties, they were referred to the Registrar of the Supreme Court and to an accountant, who, after examination, were to grant certificates and report to the Court. [Vide Appendix No. 2.]

Concerning one of the actions (No. 30) a certificate was given, and judgment was signed for £2,120 16s. 10d. and costs, altogether about £2,400, on the 1st of May, 1885. That judgment, with 10 per cent. interest per annum, still stands in my favour registered in the Supreme Court.

As to the other action, No. 353, the Registrar began to take the accounts as furnished by Harper from the year 1870. I objected, stating that we had had a settlement of accounts in this action in 1873, so far as stock transactions were concerned. The Registrar persisted in going behind the settled account; whereupon I took out a summons, which was heard and determined by Mr. Justice Johnston on the 29th October, 1884, and the Judge made order that if the Registrar and Accountant were satisfied that a settled account, or "what was so intended," had been arrived at, such settled account should not be disturbed. [Vide Appendix No. 3.]

Upon the accounts being further proceeded with, the Registrar disobeyed the order of the Supreme Court, although he found that a settled account had been arrived at in 1873 (vide Appendix

No. 2), and taking simply the figures and accounts given by Mr. Harper, without paying any attention to the figures given by me or the evidence taken upon oath, gave a certificate in favour of the Harpers for £2,166 9s. 7d.

The evidence was finished on the 1st of December, 1884. Certificates in both actions were issued on the 11th of March, 1885; whereupon the Harpers issued proceedings in bankruptcy against me, and I was on their petition adjudicated a bankrupt on the 1st of April, 1885.

I thereupon took proceedings to annul this adjudication, and on the 3rd of June the bankruptcy was annulled, on the ground that the Harpers had obtained the adjudication against me for the purpose of stopping me in my claim against them.

On the 25th of June I filed motions to set aside both certificates made on the 11th March, and, although my adjudication had been annulled, yet the Official Assignee appeared in Court, and objected to my right to conduct the proceedings. This continued till September, 1885, when I being now without a solicitor was permitted to argue the case, and the Judge refused to set aside either certificate. This decision left me in possession of my judgment for £2,404 6s. 9d. and costs, and the Harpers in possession of their judgment for £2,166 and costs.

Against this latter judgment I gave notice of appeal; whereupon Mr. Martin, Mr. Harper's solicitor, with the connivance of the Registrar, issued orders which had nothing whatever to do with the cases before the Court. [*Vide* Appendix No. 5.] I, being without legal instruction, and not perceiving the erroneous nature of the orders issued, continued my appeal, which came before the Court of Appeal in November, 1885. [*Vide* Appendix No. 5A.]

It was then at once seen that the appeal could not be proceeded with, inasmuch as the orders made had nothing to do with and did not refer to the certificates which had been issued by the Registrar.

I was thus delayed for six months. In the meantime proper orders were issued [*vide* Appendix No. 4], the appeal was conducted in regular form, and in June, 1886, the case was heard. The only two grounds of appeal by me were—(1.) That the Registrar had only taken the figures given by the Harpers, and paid no attention to the figures given by me and the sworn testimony adduced. (2.) That the Registrar, in defiance of the order of the Supreme Court, had gone behind the settled account of 1873.

A glaring instance of the errors in the accounts is found in the item "Minchin's land," in which matter I had paid Mr. Harper the sum of £250, and produced Harper's receipt, dated August, 1875; and yet I was debited with that amount, and interest £356 4s. 8d., amounting in all to upwards of £600.

"Christchurch, August, 1875.

"Received from the within named George Waldock Ell the sum of two hundred and fifty pounds in full discharge of all principal moneys and interest secured by the within mortgage.

"LEONARD HARPER, Mortgagee. (Stamp.)

"Witness—Thos. Papprell, Clerk to Messrs. Hanmer and Harper, Solicitors, Christchurch."

My affidavit shows that the above were the sole grounds on which I asked the Court of Appeal to set aside the judgment which Harper had against me.

After hearing argument, the Court gave judgment in my favour, set aside the judgment of the Court below and the certificate of the Registrar, and remitted the accounts to the Registrar and Accountant for review. [*Vide* Appendix No. 6.]

The papers in action No. 353 were received by the Registrar on the 28th, as appears by his initials on Mr. Cooper's letter, and the entry in his own books numbered 30, as follows:—"28/6/86.—Received all papers from Wellington." [*Vide* Appendix No. 6.]

I immediately proceeded to Christchurch, and applied to the Registrar to go on with the accounts early in July. The Registrar stated that he had not received the papers from Wellington, and therefore could not go on with the accounts. This continued for four weeks, I repeatedly applying, and always meeting with the same answer.

Early in August Mr. T. S. Weston applied to have me adjudicated a bankrupt, on the infamous claim produced before the Committee of the House of Representatives last year, of £5,138, which was afterwards abandoned by Mr. Weston's counsel before the Court of Appeal.

During the whole of this period, from the 28th June to the 6th August, the Registrar at Christchurch had the whole of the papers in his possession, as he well knew, and could at any time in twenty-four hours have finished the account, and made his certificate thereon, which would have given me a second judgment against the Harpers for a sum of upwards of £1,500, besides costs, and interest at 10 per cent. per annum.

The claims under which I was adjudicated a bankrupt were three—one of Weston's, afterwards abandoned by him; one of Haskin's, which had been fully paid before proceedings in bankruptcy were taken; and one of Austin's, which had also been paid in full long prior to the bankruptcy. [*Vide* Appendix No. 8.] There can be little doubt that these claims were made simply and solely for the purpose of stopping me from recovering against the Harpers, and in the Harpers' interest. [*Vide* Appendix No. 9.] From this last adjudication in bankruptcy I have never been able to get free. Although the claims against me have been abandoned, or proved to be false, I am still an uncertificated bankrupt. The Registrar, to screen himself from the consequences of his delay, in June, 1886, swore before Mr. Conolly that he had only received the documents on the 28th August, 1886, whereas the documents received on the 28th August, 1886, were simply documents relating to the taxation of costs in another action altogether, viz. No. 683, and had been sent by him to Wellington at the end of June or beginning of July, 1886. After repeated examinations before Commissioners, the Government instructed Mr. Graham, the principal Official Assignee of the colony, to employ an accountant to go through the accounts filed with the Registrar in Christchurch, and render his certificate. Mr. Kember, certified accountant, was duly employed, and went to Christchurch. He used the same documents as are on the files at Christchurch, went carefully through the accounts and evidence, and certified that on the 30th

December, 1889, there was due to my estate, almost entirely from the Harpers, the sum of £8,172 18s. 10d., to which must now be added interest on the two judgments (which with costs amounts to £4,200), equal to £1,050, which added to £8,172 makes a total of £9,222. [*Vide* Appendix No. 7.]

The first judgment in my favour has never been disturbed, as before stated. The accounts in the second action, No. 353, according to Mr. Kember's certificate and the certificate of other accountants practically similar, who have from time to time been employed, show a balance in my favour in that action of £1,538 9s. 8d. The Official Assignee obtained an order for his release from the estate some years since, after having repeatedly refused to proceed with the second action against Mr. Harper. I commenced an action in 1887, but it was dismissed on the ground that I was an uncertificated bankrupt, and that all my rights had passed to the Assignee.

There are in reality no creditors in my estate, but I am unable, being bound hand and foot in the Bankruptcy Court, to obtain justice.

Sir Robert Stout's opinion written upon the case was written without my knowledge or consent, and without calling upon me to explain or testify; and it is evident that many of the principal documents and pieces of evidence on which I relied were never brought to the knowledge of Sir Robert Stout at all.

The House of Representatives, in Committee, by an overwhelming majority, passed the clause proposed by Mr. Meredith empowering the Court in cases like mine to appoint the bankrupt himself as trustee in his own estate. It remains for the Public Petitions Committee to express its opinion upon the facts, and, if it thinks that I should obtain justice, to press upon the House and the Government the taking of immediate steps in that direction.

I wish respectfully to add that I commenced proceedings in the Supreme Court against Leonard Harper and H. Hanmer, for accounts, on 26th January, 1883, now upwards of nine years ago; and also, that I have been put to more than £2,000 expense since December, 1884, by the maladministration of their duty by the Registrar and Official Assignee at Christchurch, besides other losses I have sustained, amounting to £1,500, as shown by my affidavit for the information of the Committee, and sworn to before Jackson Palmer, Esq., M.H.R., a solicitor of the Supreme Court, on the 18th August, 1892.

G. W. ELL.

APPENDIX.

DOCUMENTS REFERRED TO IN MR. ELL'S STATEMENT AND IN EVIDENCE, AND OTHER PAPERS.

No. 1.

LIST OF DOCUMENTS PUT IN IN PROOF OF PARAGRAPH 1 OF STATEMENT.

Deeds of submission, Mr. J. Holmes's notes, Mr. Martin's agreement, Mr. Moss's book, and Mr. Martin's letter. (Not printed.)

No. 2.

D.—COPY OF ORDER, 29TH OCTOBER, 1884.

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 Phillip Hanmer, deceased, defendants.

Wednesday, the 29th day of October, 1884.

UPON 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 on the one part and the defendant Leonard Harper and the late Philip Hanmer, deceased, or either of them, on the other part, covering all transactions between 1870 and 1873, such settled accounts are not to be disturbed. And it is further ordered that the defendants do pay to the plaintiff for his costs of and incident to the said application, and this order, the sum of £5 5s., and all necessary payments out of pocket.

By the Court.

(L.S.)

W. H. EYES, Deputy Registrar.

True copy.—W. H. EYES, Deputy Registrar.

SUPREME COURT RECORDS (ACTION No. 353).

G. W. Ell re Leonard Harper (for Accounts).

11/12/83. File warrant to sue.

11/12/83. File warrant to sue.

11/12/83. File warrant to sue.

11/12/83. File warrant to sue.

4/1/84. File affidavit service.

4/1/84. File affidavit (Loughrey).

- 4/1/84. Motion by default.
- 12/1/84. File consent to interlocutory judgment.
- 14/1/84. Order for taking account according to consent filed.
- 18/1/84. Seal and file order.
- 18/1/84. Seal duplicate, and file.
- 20/2/84. Sign summons for change of solicitor.
- 20/2/84. File summons, consent indorsed.
- 20/2/84. Order made that Mr. Austin be solicitor for plaintiff in place of Mr. Loughrey.
- 20/2/84. Sealed file order.
- 20/2/84. File affidavit of plaintiff.
- 20/2/84. Sign summons that accounts be filed by 14th March; costs, £3 3s. Order made accordingly.
- 11/3/84. Seal order duplicate.
- 14/3/84. File accounts (defendant).
- 4/4/84. File plaintiff's surcharge.
- 29/5/84. Sign appointment.
- 30/5/84. All items over £10 referred to Judge; adjourned *sine die*.
- 2/6/84. File affidavit (plaintiff).
- 2/6/84. Sign summons calling upon defendant to amend and vouch accounts, &c.
- 6/6/84. To stand over till next Court day.
- 16/6/84. File affidavit of L. Harper.
- 24/6/84. To stand over.
- 27/6/84. No order made as to summons 2nd June, but as to costs.
- 9/7/84. Seal order, and file same.
- 9/7/84. Appointment to tax accounts.
- 10/7/84. Seal duplicate order.
- 11/7/84. Adjourned till Tuesday, 15th July, at 11 a.m.
- 15/7/84. Accounts proceeded with, adjourned till 18th, at 2 p.m.
- 18/7/84. Accounts adjourned till Friday, 24th July, at 11 a.m.
- 27/7/84. Accounts proceeded with and adjourned till 31st July.
- 31/7/84. Adjourned till 4th August.
- 4/8/84. Adjourned till 7th August, at 11 a.m.
- 7/8/84. Adjourned till 14th August, at 11 a.m.
- 14/8/84. Accounts proceeded with and adjourned till Thursday, 28th August, at 11 a.m.
- 28/8/84. Accounts proceeded with and adjourned till Thursday, 4th September, at 11 a.m.
- 4/9/84. Accounts proceeded with and adjourned till Thursday, 11th September, at 11 a.m.
- 10/9/84. Seal subpoena.
- 11/9/84. Accounts proceeded with and adjourned till Tuesday, 16th September, at 11 a.m.
- 16/9/84. Accounts proceeded with and adjourned till Thursday, 18th September, at 11 a.m.
- 17/9/84. Seal three subpoenas.
- 18/9/84. Adjourned *sine die* in consequence of illness of Mr. Hargreaves.
- 2/10/84. Adjourned till 16th October, at 10.30 a.m.
- 16/10/84. Accounts proceeded with and adjourned till 30th October, at 11 a.m.
- 30/10/84. Accounts proceeded with and adjourned *sine die*.
- 26/11/84. Accounts proceeded with and adjourned till Monday, 1st December, at 11 a.m.
- 27/11/84. Seal subpoenas.
- 1/12/84. Case concluded and adjourned *sine die* for certificate.
- 10/2/85. Accounts further proceeded with and adjourned till 13th instant.
- 13/2/85. Accounts proceeded with and adjourned.
- 17/2/85. Sign summons applying that Mr. Lynch be appointed solicitor in place of Mr. Austin.
- 17/2/85. File summons with consent to order indorsed.
- 24/2/85. Order made appointing Mr. Lynch solicitor in place of Mr. Austin upon payment of costs.
- 12/3/85. Stamp certificate and handed to Mr. Austin (signed on 11th March).
- 17/3/85. Set down motion for approval of Registrar's certificate.
- 19/3/85. File affidavit (Dinwiddie).
- 20/3/85. Certificate of Registrar, and accountant appointed.
- 21/3/85. File affidavit (Ell).
- 21/3/85. Sign and file order.
- 24/3/85. To stand over to 31st March, at 10 a.m.
- 25/3/85. File affidavit of Ell.
- 25/3/85. Set down motion to set aside certificates.
- 27/3/85. File affidavit (Martin).
- 27/3/85. Summons to show cause why certificate should not be delivered up to Registrar.
- 27/3/85. No appearance of plaintiff; struck out.
- 27/3/85. Set down motion to vary order.
- 31/3/85. To stand over till 17th April.
- 1/4/85. To stand over for Assignee to take such course as he may deem fit.
- 17/4/85. To stand over.
- 17/4/85. To stand over until after plaintiff's application to annul his bankruptcy heard.
- 28/4/85. Moved *in Banco*, summons of 27th March.
- 29/4/85. Title of summons amended. Official Assignee substituted as plaintiff in respect of summons only. Certificate to be delivered to Registrar, to be signed by Judge. No order as to costs.
- 31/4/85. Seal order, and file.

- 1/5/85. Recover certificate from Mr. Austin. Signed by Judge same day.
- 2/5/85. File certificate.
- 11/5/85. Set down to vary Registrar's certificate.
- 3/6/85. To stand over till next *Banco*.
- 18/6/85. Set down.
- 22/6/85. File affidavit (Dinwiddie).
- 26/6/85. To show cause why Official Assignee should not be removed from being plaintiff in action, &c.
- 25/6/85. Motion for judgment.
- 25/6/85. File affidavit (Dinwiddie).
- 26/6/85. File affidavit (Ell).
- 26/6/85. Summons 25th June to stand over till 3rd July.
- 1/7/85. Received præcipe to withdraw motion, 18th June.
- 1/7/85. To stand over till next sittings in *Banco* after next sittings in Bankruptcy.
- 1/7/85. Motion for judgment. To stand over as above.
- 3/7/85. Summons of 25th June to stand over till first sittings in Chambers after the next sitting in Bankruptcy.
- 21/7/85. File affidavit of Ell.
- 21/7/85. File affidavit of Hammersly.
- 21/7/85. Set down to change solicitor.
- 21/7/85. File affidavit of Ell.
- 21/7/85. Set down to change plaintiff on record.
- 22/7/85. Motion to vary certificate to stand over till 5th August.
- 22/7/85. Motion for judgment to stand over till 5th August.
- 24/7/85. Adjourned till 31st July, 1885.
- 24/7/85. Adjourned till 31st July, 1885.
- 31/7/85. File affidavit of Ell.
- 31/7/85. Set down motion for enlargement for time which Registrar's and W. H. Hargreaves's certificate be varied.
- 4/8/85. Summons 25th June withdrawn.
- 4/8/85. Motion to change solicitor moved into *Banco*.
- 4/8/85. Motion to change solicitor moved into *Banco*.
- 5/8/85. Time to hear motion to vary certificate enlarged by consent from 20th April to 2nd September, on finding security and payment of money into Court, &c.
- 5/8/85. Motion of 11th May to vary certificate withdrawn by Mr. Austin.
- 5/8/85. Official Assignee removed from record as plaintiff and George Ell substituted.
- 5/8/85. Order approving Hammersly solicitor for plaintiff in place of H. S. Austin.
- 7/8/85. Set motion to set aside certificate.
- 8/8/85. File affidavit of Ell.
- 11/8/85. File affidavit of Martin.
- 12/8/85. Motion discharged, with £3 3s. costs.
- 13/8/85. Seal and file order.
- 14/8/85. Set down motion to vary order.
- 15/8/85. Affidavit (Ell).
- 18/8/85. Affidavit (Martin).
- 19/8/85. To stand over till 26th August.
- 26/8/85. Motion to vary of 5th August discharged, with £3 3s. costs.
- 28/8/85. Notice of motion to set aside certificate.
- 29/8/85. Affidavit (Ell).
- 1/9/85. Affidavit (Martin).
- 2/9/85. Seal and file order.
- 2/9/85. Judgment as prayed, according to motion-paper.
- 2/9/85. Motion dismissed, with costs £3 3s. Leave to appeal if appeal lies.
- 5/9/85. Seal and file order.
- 9/10/85. Entered judgment for £2,166 9s. 7d., and £175 13s. 8d. interest.
- 19/10/85. Seal and file order.
- 23/10/85. Sign appointment to settle security.
- 27/10/85. Security to be found to £25 bond, Ell and two sureties.
- 28/10/85. No appearance of plaintiff on application to settle security. Appointment lapsed.
- 30/10/85. Bond of plaintiff and W. J. White and Charles McNichol. Approved by Registrar on sureties justifying.
- 30/10/85. Bond received.
- 17/11/85. Sign appointment.
- 20/11/85. Security to be given; two sureties, £25 each.
- 21/11/85. Bond of plaintiff and W. J. White and Charles McNichol. Approved by Registrar on sureties justifying.
- 21/11/85. Received bond.
- 21/12/85. Received certificate Court of Appeal.
- 28/6/86. Appointment to reopen accounts.
- 14/7/86. Appointment lapsed; no appearance.
- 17/7/86. Sign appointment to reopen accounts.
- 28/7/86. Accounts proceeded with and adjourned till 4th August, at 11.30 a.m.
- 4/8/86. Accounts proceeded with and adjourned till 11th August.
- 11/8/86. To stand over *sine die*, plaintiff having been adjudicated bankrupt.

SUPREME COURT RECORDS (ACTION No. 30).

A.—Certificate, 11th March, 1885.—Extract from Registrar's Notes of Evidence.

G. W. Ell, v. L. Harper.—Monday, 1st December, 1884.

REGISTRAR and arbitrator ruled that there was a settlement of accounts between plaintiff and defendant in June, 1873, but that such account was an incorrect one.

Mr. Martin asked for ruling in certificate, whether or not defendant was induced at such settlement to accept as the balance due to him a less sum than was really due, in consequence of the representations and statements of plaintiff that he was unable to pay more.

EXTRACT from Registrar-book at Supreme Court Office, Christchurch, re Actions Nos. 30, 353, 683 709, 715, 717, 1034, 1397.

8th December, 1887.

A. R. BLOXAM, Registrar.

G. W. Ell and Leonard Harper and Humphrey Hanmer (for Accounts).

- 26/1/83. File warrant to sue.
- 26/1/83. Seal writ (seven days).
- 26/1/83. File writ, claim annexed.
- 26/1/83. Seal copy for service.
- 2/2/83. File summons with consent to order indorsed.
- 2/2/83. Defendants allowed one month further time to file statement of defence.
- 5/4/83. File consent to adjournment pending arbitration.
- 5/4/83. Set down for leave for case to stand over.
- 6/4/83. Trial to be postponed to 18th June.
- 8/12/83. File warrant to defend.
- 8/12/83. File statement of defence.
- 12/1/84. File consent to interlocutory judgment.
- 14/1/84. Judgment for accounts according to consent and filed.
- 17/1/84. Seal order and file same.
- 18/1/84. Seal duplicate order.
- 20/2/84. Sign summons applying that Mr. Austin may be plaintiff's solicitor.
- 20/2/84. Order that Mr. Austin be plaintiff's solicitor in place of Mr. Loughrey.
- 20/2/84. Seal and file order.
- 20/2/84. File affidavit (plaintiff).
- 20/2/84. Sign summons that accounts be filed by 14th March.
- 7/3/84. Order as prayed.
- 11/3/84. Seal order and duplicate.
- 14/3/84. File account defendant.
- 4/4/84. File writ of plaintiff's surcharge.
- 12/5/84. Sign appointment to proceed with accounts.
- 12/5/84. Items proceeded with and adjourned from 20th May till
- 17/5/84. File affidavit of Harper.
- 17/5/84. Sign summons.
- 20/5/84. Adjourned *sine die*; all items over £10 referred to Judge.
- 2/6/84. File affidavit to A. Moss.
- 2/6/84. File affidavit to James McHaffie.
- 2/6/84. File affidavit to plaintiff.
- 2/6/84. Sign summons calling upon defendant to amend and vouch accounts.
- 6/6/84. File affidavit (Harper).
- 6/6/84. Stand over till next Chamber day; summons, 17th May.
- 6/6/84. To stand over Chamber day; summons, 2nd June.
- 18/6/84. File affidavit (L. Harper).
- 18/6/84. File affidavit (E. Parkinson).
- 18/6/84. File affidavit (F. C. Hall).
- 24/6/84. Summons 17th May to stand over.
- 24/6/84. Summons 2nd June to stand over.
- 24/6/84. Affidavit of G. W. Ell.
- 27/6/84. Decrees to be varied by reference to Registrar and accountant instead of Registrar. Registrar to appoint accountant. If parties do not agree on items where vouchers are lost or other evidence cannot be given, entries in defendants' account to be *prima facie* evidence, subject to objection. Cost of three summonses to abide event.
- 27/6/84. No order as to summons (2nd June) but as to costs. (See order 17th May.)
- 9/7/84. Seal and file order.
- 9/7/84. Appointment to take accounts.
- 10/7/84. Seal duplicate order.
- 11/7/84. Adjourned *sine die*.
- 17/10/84. Sign summons for direction on summons 17th October.
- 21/10/84. Adjourned to *Banco*.
- 22/10/84. To stand over.
- 29/10/84. For directions on summons 17th October.
- 3/11/84. Seal order and file same.

- 5/11/84. Seal duplicate.
- 10/11/84. File affidavit (Hanmer).
- 10/11/84. Sign summons for directions.
- 4/12/84. Received notice of withdrawal of consent to order for directions, &c.
- 5/12/84. Received præcipe to withdraw consent of the 10th November.
- 9/12/84. Received approved bond.
- 17/2/85. Sign summons applying to change plaintiff's solicitor.
- 17/2/85. File summons, with consent.
- 18/2/85. Sign appointment.
- 19/2/85. By consent, all evidence taken in case *Ell v. Harper* to be taken as evidence in case of *Ell v. Harper* and another.
- 24/2/85. Order appointing Lynch plaintiff's solicitor.
- 12/3/85. Stamp certificate assigned on the 10th March handed to Mr. Austin.
- 18/3/85. Set down motion for approval of Registrar's and W. H. Hargreaves's certificate.
- 19/3/85. File affidavit of H. S. Austin.
- 20/3/85. Certificate registered and account approved.
- 21/3/85. File affidavit of G. W. Ell.
- 21/3/85. Set down motion to have H. S. Austin removed from Rd. account, P.S.
- 21/3/85. File and seal order.
- 21/3/85. Seal duplicate.
- 23/3/85. File Registrar's certificate.
- 24/3/85. To stand over till 31st March, at 10 a.m.
- 25/3/85. File affidavit of G. W. Ell.
- 25/3/85. Set down motion.
- 27/3/85. No appearance of plaintiff; struck out.
- 27/3/85. Set down.
- 30/3/85. File affidavit (Martin).
- 30/3/85. File affidavit (Harper).
- 30/3/85. File affidavit (Austin).
- 31/3/85. File affidavit (McHaffie).
- 31/3/85. To stand over till 17th April.
- 1/4/85. To stand over for Assignee to take such course as he may deem fit.
- 17/4/85. To stand over till after plaintiff's application to annul his bankruptcy heard.
- 24/4/85. File affidavit (Official Assignee).
- 24/4/85. Set down motion applying that E. C. Latter (Official Assignee) be substituted as plaintiff in place of G. W. Ell.
- 24/4/85. Order as prayed.
- 24/4/85. Seal and file order.
- 24/4/85. File affidavit (Austin).
- 24/4/85. Set down motion for judgment.
- 28/4/85. File affidavit (Martin).
- 29/4/85. Adjourned till Thursday, the 30th, at 10 a.m.
- 30/4/85. To be taken in Chambers on Friday, the 1st May.
- 1/5/85. Order for judgment.
- 4/5/85. Appointment to tax.
- 7/5/85. Taxation adjourned till 8th May.
- 8/5/85. Taxation proceeded with (four hours); adjourned *sine die*.
- 13/5/85. Sign judgment £2,120 16s. 10d., and interest and costs.
- 13/5/85. Sign duplicate judgment.
- 1/6/85. Set down.
- 5/6/85. To stand over.
- 10/6/85. Præcipe to pay £2,404 6s. 9d. into Court.
- 11/6/85. File affidavit (Austin).
- 11/6/85. Set down.
- 23/6/85. Motion to review of taxation settled.
- 23/6/85. To stand over.
- 25/6/85. Sign summons applying for payment of £175 to H. S. Austin out of money in Court.
- 26/6/85. Affidavit file service (Austin).
- 26/6/85. File affidavit (Ell).
- 26/6/85. Order as prayed above.
- 26/6/85. Seal and file order.
- 26/6/85. Summons 25th June to stand over till 3rd July.
- 3/7/85. Summons 25th June to stand over till first sittings in Chambers after next sitting in Bankruptcy.
- 17/7/85. Appoint to tax.
- 21/7/85. File affidavit (Ell).
- 21/7/85. Set down.
- 24/7/85. Adjourned to 31st July.
- 24/7/85. Adjourned to 31st July.
- 24/7/85. Adjourned to 31st July.
- 3/8/85. Taxation (3 hours); bill, £370 12s., taxed and allowed at £195 2s. 7d., credit being given for £145 7s.
- 4/8/85. Summons of 25th June withdrawn.
- 4/8/85. Motion for change of solicitors moved into *Banco*.

- 4/8/85. Motion for change of plaintiff moved into *Banco*.
- 5/8/85. Official Assignee removed from record as plaintiff, and G. W. Ell substituted.
- 5/8/85. Order appointing Hammersly solicitor in place of Austin.
- 7/8/85. Set down.
- 8/8/85. File affidavit (Ell).
- 11/8/85. File affidavit (Martin).
- 12/8/85. Motion discharged, with £3 3s. costs.
- 28/8/85. Set down.
- 29/8/85. File affidavit (Ell).
- 1/9/85. File affidavit (Martin).
- 2/9/85. File notice to W. J. White.
- 2/9/85. Motion dismissed with costs, £3 3s. Leave to appeal if appeal lies.
- 16/10/85. File affidavit (Martin).
- 16/10/85. File affidavit (Hall).
- 16/10/85. File affidavit (Parkinson).
- 16/10/85. Set down.
- 23/10/85. Sign appointment to settle security.
- 27/10/85. File affidavit of Ell.
- 27/10/85. Security to be found to £25 by bond, Ell and two securities.
- 28/10/85. No appearance of plaintiff on application to settle security; appointment lapsed.
- 30/10/85. Bond of plaintiff and G. W. White and Charles McNichol approved by Registrar on sureties justifying.
- 30/10/85. Received bond.
- 5/11/85. To stand over.
- 17/11/85. Sign appointment.
- 20/11/85. Security to be given—two sureties, £25 each.
- 21/11/85. Bond of plaintiff and W. J. White and Charles McNichol approved on sureties justifying.
- 21/11/85. Received bond.
- 21/12/85. Received certificate Court of Appeal.
- 18/3/86. Judgment in action 353 to be set off against judgment in the above action, £3 3s.
- 2/4/86. File affidavit (Martin).
- 2/4/86. Set down for payment of money out of Court.
- 9/4/86. File affidavit (Ell).
- 30/4/86. Order as prayed for payment of £2,034 4s. 2d. out of Court to defendants.
- 30/4/86. Seal and file order.
- 28/6/86. Received all papers from Wellington.
- 1/7/86. Seal writ of sale.
- 1/7/86. Set down.
- 3/7/86. Writ of sale returned, amount paid into Court.
- 5/7/86. Sign summons applying that writ of sale be annulled.
- 6/7/86. File affidavit (Martin).
- 8/7/86. File affidavit (Ell).
- 9/7/86. Motion dismissed, £2 2s. costs.
- 9/7/86. Order as prayed setting aside execution.
- 10/7/86. Seal order and file.

SUPREME COURT RECORDS (ACTION No. 683).

G. W. Ell v. Leonard Harper and Humphrey Hanmer. (Re Rakaia Land.)

- 23/12/84. File warrant to sue.
- 23/12/84. Seal writ, seven days.
- 23/12/84. File writ, claim amend.
- 23/12/84. Seal copy for issue.
- 7/1/85. File declaration agency (Martin).
- 7/1/85. File statement of defence.
- 7/1/85. Sign summon special jury.
- 7/1/85. Enter action for trial.
- 9/1/85. Adjourned *sine die*.
- 12/1/85. Adjourned till March sittings.
- 21/1/85. File warrant to defend.
- 17/2/85. Summons to change plaintiff's solicitor.
- 17/2/85. File summons with consent to order indorsed.
- 24/2/85. Order appointing Mr. J. Lynch solicitor for plaintiff in place of H. S. Austin upon payments of costs.
- 14/3/85. Seal two subpoenas (plaintiff).
- 16/3/85. File affidavit (J. C. Martin).
- 16/3/85. Case to be tried by special jury, twelve (defendant), on Thursday, 26th March. Costs, £2 2s., costs in cause.
- 17/3/85. Seal and sign order.
- 21/3/85. File affidavit of G. W. Ell.
- 21/3/85. Set down motion applying that Henry Selwood Austin, solicitor, may be removed from the record in suit.
- 23/3/85. File affidavit (plaintiff).

- 23/3/85. File affidavit (James McHaffie).
- 23/3/85. Motion to review jury list.
- 24/3/85. To stand over till 31st March, at 10 a.m.
- 24/3/85. On summons review jury panel order made for trial by special jury on Thursday, 2nd April, at 11 o'clock.
- 30/3/85. Seal subpoena.
- 31/3/85. By consent, Mr. Austin's name removed from record, and name of Michael J. Lynch substituted.
- 2/4/85. Case postponed till June sittings.
- 11/6/85. File affidavit (Dinwiddie).
- 11/6/85. Motion for adjournment of trial.
- 22/6/85. Sign order and file same.
- 22/6/85. Sign duplicate.
- 30/9/85. File action for trial.
- 7/12/85. File affidavit (Ell).
- 7/12/85. Sign summons praying change of venue.
- 14/12/85. File affidavit (Shand).
- 14/12/85. File affidavit (Craig).
- 14/12/85. File affidavit (Struthers).
- 14/12/85. File affidavit (Watt).
- 14/12/85. Sign summons for special jury.
- 15/12/85. File affidavit (Loughnan).
- 18/12/85. File affidavit (Henderson).
- 18/12/85. File affidavit (McHaffie).
- 18/12/85. File affidavit (Stewart).
- 18/12/85. File affidavit (Nathan).
- 21/12/85. File affidavit (Moss).
- 21/12/85. File affidavit (Ell).
- 22/12/85. Order for change of venue to Wellington subject to security for costs being given to satisfaction of Registrar; if not, trial at Christchurch, 18th January.
- 5/1/86. Seal and file order.
- 5/1/86. Seal duplicate.
- 5/1/86. Security fixed at £100 by consent; amount to be paid into Court.
- 8/4/86. File affidavit (Beswick).
- 8/4/86. Sign summons.
- 10/4/86. File affidavit service notice.
- 14/4/86. File affidavit of summons.
- 14/4/86. Summons dismissed.
- 15/4/86. Sign summons.
- 15/4/86. Seal subpoena.
- 19/4/86. File affidavit service.
- 19/4/86. Order as prayed for producing documents at trial.
- 28/4/86. Set down for new trial. File affidavit Ell.
- 4/5/86. By consent of Mr. Harper, agreed that application for new trial should be considered as having been taken to-morrow *in Banco*, and that same be adjourned till next sitting *in Banco*.
- 25/5/86. Received paper filed in Wellington—viz., Summon special jury; affidavit of G. W. Ell; motion for leave to enter action for trial at January sittings.
- 25/5/86. Motion of discontinuance. Motion for production of papers in Actions 30 and 353, and in Bankruptcy. Motion of jury of four. *Præcipe* to enter action for trial. Subpœnas (two). Order for production of documents. Order for trial at April sittings.
- 9/6/86. By consent, motion for new trial transferred to Wellington.
- 11/6/86. Forward papers to Wellington for taxation at request of Harper and Co.
- 14/6/86. File affidavit (George Harper).
- 30/6/86. Received request to forward papers *re* motion for new trial at Wellington.
- 28/8/86. Received papers filed in Wellington—viz., Appointment to tax; affidavit of increase; order dismissing motion for new trial.
- 20/10/86. File affidavit (Latter).
- 20/10/86. Set down motion for payment £35 to Official Assignee.
- 26/10/86. Sign and file order.

No. 3.

SUMMONS (ACTIONS NOS. 30 AND 353).

In the Supreme Court of New Zealand, Canterbury District: between George Waldoek Ell, plaintiff, and Leonard Harper and Humphrey Hanmer (sole executor of the will of Philip Hanmer, deceased), defendants.

LET the defendants, their solicitor or agent, attend before his Honour Alexander James Johnston, Esquire, at his chambers, Supreme Courthouse, situate in Durham Street, in the City of Christchurch, on Tuesday, the 21st day of October instant, at the hour of 11 o'clock in the forenoon, or so soon thereafter as the parties can be heard, to show cause why, in the taking of the accounts hereinunder, and pursuant to the order of this honourable Court of the 27th day of June, 1884, the defendants should not be bound by the statement of account made in the month of June, 1873,

between the defendant Leonard Harper and the plaintiff, whereby it was agreed that £150 should be paid by the plaintiff in settlement of all stock accounts to that date, upon the grounds appearing in the notes of the Registrar of this Court made in taking the said accounts, and the exhibits therein referred to; and why the Registrar and the accountant to whom such accounts have been referred, in taking such accounts, should not, as to such stock accounts, start from the said statement of accounts; and why the costs of and incidental to this summons should not be paid by the defendants.

W. H. EYES, Jun., Deputy Registrar.

Dated this 17th day of October, 1884.

This summons was taken out by Henry Selwood Austin, of Christchurch, Solicitor.

True copy.—W. H. EYES, Jun., Deputy Registrar.

ORDER OF COURT (ACTIONS NOS. 30 AND 353).

In the Supreme Court of New Zealand, Canterbury District: between George Waldoek Ell, plaintiff, and Leonard Harper and Humphrey Hanmer (sole executors of the will of Philip Hanmer, deceased), defendants.

Wednesday, the 29th day of October, 1884.

UPON the application of the plaintiff, and upon hearing Mr. Austin, of counsel for plaintiff, and Mr. Martin, of counsel for defendants, it is ordered that, in taking accounts hereinunder, 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, covering all transactions between 1870 and 1873, such settled accounts are not to be disturbed. And it is further ordered that the defendants do pay to the plaintiff, for his cost of and incident to the said application and this order, the sum of £5 5s., and all necessary payments out of pocket.

By the Court.

W. H. EYES, Deputy Registrar.

(The seal of the Supreme Court of New Zealand.)

True copy.—W. H. EYES, Deputy Registrar.

No. 4.

ALLEGED CORRECT ORDERS.

In the Supreme Court of New Zealand, Canterbury District: between George Waldoek Ell, plaintiff, and Leonard Harper, defendant.

Wednesday, the 2nd day of September, 1885.

UPON reading the motion-paper set down, and the affidavit of the said George Waldoek Ell, filed herein on the 29th day of August, 1885, and the affidavit of James Crosby Martin, filed on the 1st day of September instant, and upon hearing the said George Waldoek Ell in person, and Mr. James Crosby Martin, of counsel for the defendant, it is ordered that the motion of the said George Waldoek Ell to vary the certificate herein of the Registrar and William Henry Hargreaves on the ground of mistake be dismissed, and that the said George Waldoek Ell do forthwith pay to the defendant, or his solicitor, the sum of £3 3s., costs of and incidental to the said motion, and the further sum of £1 3s. out-of-pocket costs, making in the whole the sum of £4 6s., and that the plaintiff do have leave to appeal from this order if such appeal lies.

By the Court.

(The seal of the Supreme Court of New Zealand.)

A. R. BLOXAM, Registrar.

Office copy.—R. W. MATHIAS, Deputy Registrar, Supreme Court, Christchurch.

In the Supreme Court, New Zealand, Canterbury District: between George Waldoek Ell, plaintiff, and Leonard Harper, and Humphrey Hanmer (sole executor of the will of Philip Hanmer, deceased).

Wednesday, 2nd day of September, 1885.

UPON reading the motion-paper set down, and the affidavit of George Waldoek Ell, filed herein on the 29th August, 1885, and the affidavit of James Crosby Martin, filed the 1st day of September, and upon hearing the said George Waldoek Ell in person, and James Crosby Martin, of counsel for defendants, it is ordered that the motion of the said George Waldoek Ell to vary the certificate of the Registrar and William Henry Hargreaves on the ground of mistake be dismissed, and that the said George Waldoek Ell do forthwith pay to the defendants, or their solicitor, the sum of £3 3s., costs of and incidental to the said motion, and the further sum of £1 3s. out-of-pocket costs, making in the whole the sum of £4 6s., and that the plaintiff do have leave to appeal from this order if such appeal lies.

By the Court.

(Seal.)

A. R. BLOXAM, Registrar.

True copy.—W. H. E., D.R.

No. 5.

ALLEGED INCORRECT ORDERS.

In the Supreme Court of New Zealand, Canterbury District: between George Waldock Ell, plaintiff, and Leonard Harper, defendant.

Wednesday, the 2nd day of September, 1885.

UPON reading the affidavits of the said George Waldock Ell, filed herein the 29th day of August, 1885, and this day respectively, and the affidavit of James Crosby Martin, filed herein the 1st day of September, 1885, and upon hearing the said George Waldock Ell in person and Mr. J. C. Martin, of counsel for the said defendant, this honourable Court doth hereby dismiss the motion of the said George Waldock Ell to vary the order made herein the 5th day of August, 1885; and, further, this honourable Court doth hereby order that the costs of this order, to be fixed at the sum of £3 3s., and the further sum of £1 3s. for out-of-pocket fees, making in all the sum of £4 6s., be forthwith paid by the said George Waldock Ell.

By the Court.

A. R. BLOXAM, Registrar.

(L.S.)
True copy.—W. H. EYES, D.R.

In the Supreme Court of New Zealand, Canterbury District: between George Waldock Ell, plaintiff, and Leonard Harper and Humphrey Hanmer (sole executor of the will of Philip Hanmer, deceased), defendants.

Wednesday, the 2nd day of September, 1885.

UPON reading the motion-paper set down, and the affidavit of the said George Waldock Ell, filed herein on the 29th day of August, 1885, and the affidavit of James Crosby Martin, filed on the 1st day of September instant, the further affidavit of the said George Waldock Ell, and upon hearing the said George Waldock Ell in person, and Mr. James Crosby Martin, of counsel for the defendants, it is ordered that the motion of the said George Waldock Ell to vary the certificate herein of the Registrar and William Henry Hargreaves on the ground of mistake be dismissed, and that the said George Waldock Ell do forthwith pay to the defendants, or their solicitor, the sum of £3 3s., costs of and incidental to the said motion, and the further sum of £1 3s. out-of-pocket costs, making in the whole the sum of £4 6s., and that the plaintiff do have leave to appeal from the order if such appeal lies.

By the Court.

A. R. BLOXAM, Registrar.

(Seal of the Supreme Court of New Zealand.)

Office copy.—R. W. MATHIAS, Deputy Registrar, Supreme Court, Christchurch.

ALLEGED WRONGLY-DATED ORDER.

In the Supreme Court of New Zealand, Canterbury District: between George Waldock Ell, plaintiff, and Leonard Harper, defendant.

Wednesday, the 22nd day of September, 1885.

UPON the application of Mr. J. C. Martin for the said defendant, and upon hearing the said George Waldock Ell in person, and upon reading the affidavit of William Dinwiddie, filed herein the 22nd day of June, 1885, it is hereby ordered that the defendant do recover from the said George Waldock Ell, and the said George Waldock Ell do forthwith pay to the said Leonard Harper, the sum of £2,166 9s. 7d., and the further sum of £175 13s. 8d., being interest on the aforesaid sum of £2,166 9s. 7d. at the rate £10 per centum per annum from the 30th day of November, 1884.

(Seal.)

Entered, 9th October, 1885.—W. H. E., D.R.

Note by Mr. Ell.

THIS order was made on the 2nd September, 1885. There was no such case before the Court on the 22nd September, 1885.—G. W. ELL.

This is the judgment that was set on one side by the Court of Appeal, 5th June, 1886, and also fixes rate of interest.

I have no doubt their Honours, on hearing the appeal, and having pointed out to them that this order was false in date, and having before them also the false order on the dismissal of the other two motions, on ground of mistake, saw the wrong, and so killed the judgment.—G. W. ELL.]

No. 5A.

NOTICES OF MOTION

Action No. 353.

In the Supreme Court of New Zealand, Canterbury District: between George Waldock Ell, plaintiff, and Leonard Harper, defendant.

MR. GEORGE WALDOCK ELL, the plaintiff, in person, or counsel on his behalf, to move, on Wednesday, the 2nd day of September, at 11 o'clock in the forenoon, or so soon thereafter as they can be heard, for an order to set aside the certificate or report of the Registrar and accountant in this case, on the ground of mistake.

Dated this 28th day of August, 1885.

G. W. ELL.

[Heard, 2nd September, 1885. Dismissed with costs, with leave to appeal, if appeal lies.—ELL. (See Registrar's Supreme Court records, No. 353.)]

Action No. 30.

In the Supreme Court of New Zealand, Canterbury District: between George Waldoek Ell, plaintiff, and Leonard Harper and Humphrey Hanmer (sole executor of the will of Phillip Hanmer, deceased), defendants.

MR. GEORGE WALDOEK ELL, the plaintiff, in person, or counsel on his behalf, to move, on Wednesday, the 2nd day of September, at 11 o'clock in the forenoon, or so soon thereafter as they can be heard, for an order to set aside the certificate or report of the Registrar and accountant in this case, on the ground of mistake, notwithstanding judgment has been already given thereon.

Dated this 28th day of August, 1885.

G. W. ELL.

[Heard, 2nd September, 1885. Dismissed with costs, with leave to appeal, if appeal lies.—ELL. (See Registrar's Supreme Court records, No. 30.)]

No. 6.

MOTION TO SET ASIDE JUDGMENT (ACTION No. 353).

In the Court of Appeal of New Zealand.—An appeal from the Supreme Court, Canterbury District: between George Waldoek Ell, plaintiff, and Leonard Harper, defendant.

TAKE notice that the Court of Appeal will be moved at its next sittings by plaintiff, in person, or by counsel on his behalf, for an order varying the judgment obtained by the defendant on the 2nd September, 1885, in this action, on the ground that the certificate of the Registrar and William Henry Hargreaves in this action is erroneous, and entering judgment for such amount as may be found due under certificate when varied, as asked for, in an appeal now pending in the said Court from an order of Mr. Justice Johnston dated the 2nd day of September, 1885.

G. W. ELL. 17/11/85.

To the Defendant, or his Solicitor, Mr. J. C. Martin.

COURT OF APPEAL CERTIFICATE (ACTION No. 353).

No. 413.—Received 28th June, 1886.—A. R. Bloxam, Registrar.

In the Court of Appeal of New Zealand: G. W. Ell, appellant, and Leonard Harper, respondent.

I, JAMES PRENDERGAST, Knight, Chief Justice of Supreme Court of New Zealand, do hereby certify to the Registrar of the Supreme Court at Christchurch that at a sitting of the Court of Appeal, held at Wellington on Monday, the 10th day of May, 1886, at which I presided, it is adjudged that the judgment in the Court below, dated the 22nd day of September, 1885, be set aside, and the certificate of the Registrar dated the 11th March, 1885, be remitted to the Registrar and accountant for review; each party to pay his own costs of the appeal.

Given under my hand and under the seal of the said Court at Wellington, this 5th day of June, 1886.

JAMES PRENDERGAST.

(L.S.) Alex. S. Allan, Registrar.—I.—1589.

RECEIPT FOR PAPERS RETURNED TO REGISTRAR.

Court of Appeal, Wellington, 25th June, 1886.

SIR,—

Ell v. Harper (No. 30), and Ell v. Harper (No. 353).

I have the honour to return herewith all papers received from your office in the above actions, together with the certificate of the judgment of the Court of Appeal, No. 413, the fees tailing out, which have been paid here. Please acknowledge the receipt.

I have, &c.,

The Registrar, Supreme Court, Christchurch.

D. G. A. COOPER, Deputy Registrar.

(Received, 28th June, 1886.—A. R. B. Registrar.)

No. 7.

COPY OF ACCOUNTS RENDERED TO REGISTRAR. (Prepared by Austin.)

In the Supreme Court of New Zealand, Canterbury District: between George Waldock Ell, plaintiff, and Leonard Harper, of Christchurch, defendant.

The Plaintiff's Statement of Account.

Amounts to be debited to Plaintiff.

Ref. No. Plaintiff's Account.	Date.	Transaction.	Ref. No. Defendant's Account.	Principal.	Time.	Interest.
12	1870. Aug. 3	Cash for Mrs. Minchin's part of Rural Section 194	55	£ s. d. 250 0 0	14/119	£ s. d. 358 3 0
13	1873. Mar. 21	Cash for Tadman's land £ 850 Commission as agreed 150	56	1,000 0 0	11/254	1,169 11 8
...	June 1	Amount agreed as owing by plaintiff in settlement of stock accounts (Exhibit: Hanmer and Harper's account current)	...	147 13 0	11/184	171 2 0
...	Aug. 23	Cash	45	5 0 0	11/99	5 12 8
5	Aug. 25	Cash, Fleming	46	105 0 0	11/91	118 6 10
9	Sep. 1	Bull	52	10 0 0	11/90	11 4 11
...	1884. Nov. 30	Interest	...	1,834 1 1	...	
...	"	Balance carried down...	...	1,574 0 8		
				£4,925 14 9		

Amounts to be credited to Plaintiff.

Ref. No. Plaintiff's Account.	Date.	Transaction.	Ref. No. Defendant's Account.	Principal.	Time.	Interest.
72	1872. May 31	Cash from Wilkin and Co. ... (Registrar's notes, folio 61.)	10	£ s. d. 116 1 4	12/183	£ s. d. 145 1 4
120	Sep. 6	Cash from Joseph Gardener on account of Shannon's land (Registrar's notes, folios 47-58.)	...	5 0 0	12/85	6 2 3
76	Dec. 31	Cash from Wilkin and Co. ... (Registrar's notes, folio 61.)	14	220 0 0	11/334	262 2 7
...	1873. Mar. 13	Cash from Acland and Harper on account of mortgage of Tadman's land (Exhibit: Mortgage 344.)	...	1,000 0 0	11/262	1,171 15 6
77	May 1	Cash from me (Registrar's notes, folio 38. Exhibit: Hall's receipt.)	15	190 0 0	11/213	220 1 8
78	June 21	Cash from R. Wilkin (Registrar's notes, folio 61. Exhibit: Wilkin's account.)	16	221 15 0	11/162	253 15 6
82	1874. April 18	Cash from Sabey, land £ s. d. 119 0 0	19			
83	" 18	" " interest 6 7 9	20			
84	" 18	" Buckeridge,	21-2			
85	" 18	" and interest 20 13 4				
81	1875. Aug. 28	Cash from White on his acceptance	...	146 1 1	10/226	155 1 1
117	Sep. 6	Cash from me in discharge of mortgage on Minchin's land (Exhibit O: Mortgage Ell to Harper, 38232.) (Registrar's notes, folio 51-72 and 13th February, 1885.)	...	155 18 6	11/94	175 10 0
		Interest brought down	...	250 0 0	9/85	230 16 3
				2,620 18 10	...	£2,620 18 10
				4,925 14 9		
	1884. Nov. 30	By balance claimed to be due to plaintiff on this account	...	1,574 0 8		

CERTIFICATES BY MR. KEMBER.

Grey Street, Wellington, 17th July, 1889.

I, HENRY KEMBER, accountant, hereby certify that, with accrued interest from 30th November, 1884, to 30th July, 1889, the total sum due to G. W. Ell by Harper and Hanmer (Action No. 30), and Leonard Harper (Action No. 353), amounts to £5,367 0s. 3d., irrespective of costs, arrived at as follows:—

Action No. 30.—G. W. Ell v. Harper and Hanmer.—Fixed judgment by consent recorded in favour of plaintiff	£	s.	d.
	2,120	16	10
Action No. 353.—G. W. Ell v. Leonard Harper.—In place of £2,166 9s. 7d., certified by Registrar and Accountant in favour of defendant (judgment of which sum was obtained by L. Harper, but set aside by the Court of Appeal on the 5th June, 1886), the certificate should have been in favour of the plaintiff for	1,538	9	8
	3,659	6	6
Interest from 30th November, 1884, to 30th July, 1889. (10 per cent., simple)	1,707	13	9
	£5,367	0	3

HENRY KEMBER, Accountant.

Grey Street, Wellington, 17th July, 1889.

I, HENRY KEMBER, accountant, do hereby certify that I have examined the documents of the Supreme Court, and the accounts prepared therefrom by Messrs. Brook and Co., marked A, B, and C [26 of Appendix No. 19], in the matter of G. W. Ell v. Leonard Harper, and find it as follows: That, Messrs. Bloxam and Hargreaves having in error gone behind the order of the Supreme Court of the 29th day of October, 1884, their certified account of £2,166 9s. 7d. in favour of Leonard Harper is incorrect, and by the present account is altered to a balance due G. W. Ell, of £1,538 9s. 8d., arrived at as follows: £1,538 10s. 10d., balance shown by Messrs. Brook and Co., account A, less 1s. 2d. balance of interest on items 41, 14, 11, 11A, 10, and 23, unchecked by me in the account, arising from the fact of the year 1884 being a leap-year, and slight errors in computation. Accounts marked B and C I find entirely correct.

HENRY KEMBER, Accountant.

NOTE.—The 1s. 2d. difference of interest, referred to above, is arrived at as follows:—

	£	s.	d.	£	s.	d.		
Item 41 <i>Dr.</i> ...	22	17	6					
" 11 <i>Cr.</i> ...				100	0	0		
" 14 <i>Cr.</i> ...				220	0	0		
				320	0	0		
				22	17	6		
One day's interest on ...	297	2	6				<i>Dr.</i>	<i>Cr.</i>
Item 11A, £74 12s. 11d., should be £74 12s. 1d.: difference							s. d.	s. d.
" 10, £145 2s. 4d., "				£145 2s 0d.:			0 10	1 7
" 23, £172 13s. 11d., "				£172 12s. 4d.:			0 4	...
Difference to <i>Dr.</i> ...							1 7	...
							...	1 2
							2 9	2 9

HENRY KEMBER, Accountant.

DEFENDANT'S STATEMENT AFTER ACCOUNT TAKEN OF AMOUNTS CLAIMED AND ADMITTED.—G. W. ELL, IN ACCOUNT WITH LEONARD HARPER (ACTION No. 353).

Dr.

			£	s.	d.	£	s.	d.
Nov. 24, 1870	To H. Matson and Co.	...	14/6	39	12	55	9	10
Dec. 5, "	Ell ...	...	13/361	32	12	45	11	10
" 17, "	Murray ...	...	13/349	38	10	53	14	8
" 23, "	Hargreaves ...	...	13/343	40	12	56	11	2
" 23, "	Mitchell ...	...	13/343	35	2	48	18	4
Jan. 4, 1871	Dalton ...	...	13/331	13	9	18	14	6
" 12, "	McKonochie ...	...	13/322	17	5	23	17	0
" 15, "	Downey ...	...	13/319	4	5	5	16	0
" 16, "	Lewis ...	...	13/318	27	0	37	9	0
" 19, "	Alport ...	...	13/315	20	2	...	...	...
" 21, "	Matson...	...	13/313	7	5	9	19	0
" 23, "	Mitchell ...	...	13/311	17	0	23	11	0
Mar. 1, "	Matson ...	...	13/274	47	12	65	9	0
June 30, "	Gerkin and Rathgen	...	13/153	200	0	268	7	9
Oct. 3, "	Ell (potatoes)	...	13/58	6	0	7	18	0
" 21, "	Matson...	...	13/40	15	14	20	10	5
" 21, "	Mitchell ...	...	13/40	43	6	56	13	5
" 26, "	Ell (Alport)	...	13/35	12	14	16	11	5
" 26, "	Ell (Stoddart)	...	13/35	11	0	14	8	2
" 26, "	Ell ...	...	13/35	21	10	28	3	2
" 27, "	Matson ...	...	13/34	13	5	17	5	6
Nov. 2, "	Bird and Bennetts	...	13/28	10	2	13	6	7
" 13, "	Ell ...	...	13/17	22	13	29	10	8
Dec. 22, "	Ell ...	...	12/343	24	13	31	14	1
" 27, "	Ell ...	...	12/338	10	6	12	18	6
Feb. 6, 1872	Ell ...	...	12/297	20	0	25	12	7
" 24, "	Ell ...	...	12/279	7	7	8	18	9
" 29, "	Ell (acceptance)	...	12/274	150	0	191	5	3
Mar. 14, "	Ell ...	...	12/261	28	0	35	12	1
" 16, "	Ford and Co. (allowed)	...	12/259	135	0	173	11	9
" 25, "	Ell ...	...	12/250	25	0	31	14	3
April 8, "	Ell ...	...	12/236	50	2	63	4	8
" 13, "	Mitchell ...	...	12/231	34	13	43	11	8
May 10, "	Ford and Co.	...	12/204	46	0	57	15	5
June 18, "	Ell ...	...	12/165	25	0	31	2	7
July 8, "	Rent ...	...	12/145	22	17	28	10	4
Nov. 4, "	Bovey ...	...	11/360	210	18	241	19	10
May 23, "	Ford and Co.	...	12/191	140	12	175	19	0
Jan. 1, 1873	Rent ...	...	11/333	22	17	25	18	7
April 4, "	Ell ...	...	11/240	49	10	57	14	1
May 6, "	Ell ...	...	11/208	60	0	68	18	5
July 11, "	Ell ...	...	11/142	30	0	34	3	4
Aug. 23, "	Ell ...	...	11/99	5	0	5	12	9
" 25, "	Fleming ...	...	11/97	105	0	118	6	0
" 28, "	Ell ...	...	11/94	7	0	7	17	7
Sept. 1, "	Matson and Co.	...	11/90	27	0	30	7	4
" 1, "	Brake ...	...	11/90	18	0	20	4	11
" 1, "	Pigeon ...	...	11/90	21	0	23	12	4
" 1, "	Wool ...	...	11/90	10	0	11	4	11
" 1, "	Cardale ...	...	11/90	40	0	44	19	9
Sept. 4, "	Ell ...	...	11/87	20	0	22	9	7
April 8, 1874	Ell ...	...	10/236	50	0	53	4	8
June 29, "	Bain Brothers	...	10/154	8	5	8	11	9
July 7, "	Ell ...	...	10/146	80	0	83	4	0
" 27, "	Ell ...	...	10/126	35	0	36	4	2
Sept. 9, "	Resident Magistrate's Court (Mullins)	...	10/82	5	2	5	4	10
" 15, "	Ell ...	...	10/76	50	0	51	0	9
" 30, "	Ell ...	...	10/61	50	0	50	16	9
Jan. 9, 1875	Ell ...	...	9/325	25	0	24	14	6
" 16, "	Ell ...	...	9/318	25	0	24	13	7
Feb. 1, "	Ell ...	...	9/302	50	0	49	2	9
" 10, "	Resident Magistrate's Court	...	9/292	10	13	10	5	10
			£	s.				
Interest on Tadman's land 1,000			0					
Two years to March, 1875			160	0				
Two years and a half to March, 1875 ...			62	0				
			222	10				
Less allowed			20	0				
			9/292	202	10	198	9	0
				£2,636	8	£3,170	5	4

Cr.

				£	s.	d.	£	s.	d.
1870	By Culliford	...	...	30	4	0	...	...	...
	White	...	...	39	5	0	...	...	...
May 31, 1872	Wilkin	...	...	116	1	4	...	...	...
" 31, "	Macpherson	...	...	100	0	0	...	...	...
April 24, "	Ward	...	...	81	18	0	...	...	...
" 24, "	Tetley	...	...	24	6	0	...	...	...
" 24, "	Wilkin	...	...	220	0	0	...	...	...
May 1, 1873	Cash	...	...	190	0	0	...	...	...
" 1, "	Wilkin	...	...	221	15	0	...	...	...
" 1, "	Murray	...	...	10	10	0	...	...	...
June 30, "	Ernest Gray	...	...	3	12	0	...	...	...
April 1, 1870	Interest	...	14/243	6	7	9	9	8	5
" 1, "	Buckridge	...	14/232	20	0	0	29	6	8
" 1, "	Interest	...	14/243	0	13	4	0	18	0
" 1, "	Cash (White's account discounted)	...	14/243	148	10	1	217	15	10
" 1, "	Cash	...	14/243	4	18	0	7	4	8
Jan. 10, 1871	Cash	...	13/324	4	0	0	5	11	1
" 18, "	Tetley	...	13/316	10	10	0	14	11	3
" 18, "	White Brothers	...	13/316	30	10	0	42	5	10
" 18, "	White Brothers	...	13/316	39	10	0	54	15	5
Feb. 7, "	Cheque	...	13/296	6	3	3	8	9	0
" 7, "	Cash	...	13/296	1	0	0	1	3	10
June 30, "	Cash paid J. Gardener, deposit Rural Section 194	...	13/153	5	0	0	6	14	3
Mar. 29, 1872	Seventy-six ewes delivered at Ilam, at 8 per cent.	12/273		30	8	0	49	0	7
June 30, 1873	Cash paid by Joseph Culliford	11/153		27	15	0	31	8	0
June 10, 1874	W. Buckridge	10/173		20	0	0	20	19	0
				£1,400	16	9	£499	12	10

CERTIFICATE BY BLOXAM AND HARGREAVES (ACTION No. 353).

George Waldoek Ell, Plaintiff, v. Leonard Harper, Defendant.

WE the undersigned hereby certify that [portion of document torn and illegible] orders of this honourable Court of the 14th day of January, the 7th day of March, and the 27th day of June, 1884, we have taken the accounts submitted to us by the plaintiff and defendant, and find as by the accounts attached hereto that there is due and owing by the plaintiff to the defendant the sum of £2,166 9s. 7d.

A. R. BLOXAM, Registrar.

W. H. HARGREAVES, Accountant.

Dated this 11th day of March, 1885.

True copy.—W. H. EYES, Jun., Deputy Registrar.

ACCOUNTS taken in compliance with the Orders of this Honourable Court of the 12th Day of January, 1884, of the 7th Day of March, 1884, and of the 27th Day of June, 1884, by the Registrar and William Henry Hargreaves, Accountant, in the Case of *George Waldoek Ell, Plaintiff, v. Leonard Harper, Defendant*, to 30th November, 1884. (Interest at 10 per cent.)

Date.	—	Time.	Interest.	Principal.
Aug. 31, 1870	To Paid Minchin, for part R.S. 194	14/91	£ 356 4 8	£ 250 0 0
Nov. 24, "	" H. Matson and Co.	14/6	55 10 9	39 12 6
Dec. 5, "	" Ell	13/361	45 12 9	32 12 6
" 17, "	" Murray	13/348	53 14 5	38 10 0
" 23, "	" Hargreaves	...	...	40 12 0
" 23, "	" Mitchell	13/342	105 11 2	35 2 6
Jan. 4, 1871	" Dalton	13/330	18 15 0	13 9 0
" 12, "	" McKonochie	13/322	23 18 11	17 5 0
" 15, "	" Downey	13/319	5 17 11	4 5 0
" 16, "	" Lewis	13/318	37 9 0	27 0 0
" 19, "	" Alport	13/315	27 17 11	20 2 6
" 21, "	" Matson	13/313	10 0 11	7 5 0
" 23, "	" Mitchell	13/311	23 10 11	17 0 0
Mar. 1, "	" Matson	13/274	65 9 1	47 12 0
June 30, "	" Gerkin and Rathgen	13/153	268 7 8	200 0 0
Oct. 3, "	" Ell	13/58	7 18 0	6 0 0
" 21, "	" Matson	13/40	...	15 14 0
" 21, "	" Mitchell	13/40	77 6 11	43 6 0
" 26, "	" Ell (Alport)	13/35	...	12 14 0
" 26, "	" Ell (Stoddart)	13/35	...	11 0 0
" 26, "	" Elms	13/35	54 13 8	21 10 0
" 27, "	" Matson	13/34	17 6 11	13 5 0
Nov. 2, "	" Bird and Bennett	13/28	13 4 1	10 2 0
" 13, "	" Ell	13/17	29 10 8	22 13 6
Dec. 22, "	" Ell	13/343	31 14 1	24 13 6
" 27, "	" Ell	12/338	13 6 8	10 6 0

Date.		Time.	Interest.	Principal.
			£ s. d.	£ s. d.
Feb. 6, 1872	To Paid Ell	12/297	25 12 6	20 0 0
" 24, "	" Ell	12/279	8 18 9	7 7 0
" 29, "	" Ell (acceptance)	12/274	191 5 2	150 0 0
Mar. 16, "	" Ford and Co.	12/259	171 11 7	135 0 0
" 25, "	" Ell	12/250	31 14 3	25 0 0
April 8, "	" Ell	12/236	63 4 8	50 2 4
" 13, "	" Mitchell	12/231	43 11 8	34 13 0
May 10, "	" Ford and Co.	12/204	57 15 5	46 0 9
June 18, "	" Ell	12/165	31 2 7	25 0 0
May 23, "	" Ford and Co.	12/191	175 14 0	140 12 0
July 8, "	" Rent	12/145	28 10 4	22 7 6
Nov. 4, "	" Bovey	12/26	254 12 6	210 18 6
Jan. 1, 1873	" Rent	11/333	25 18 7	22 17 6
Mar. 1, "	" Purchase Tadman's land, £850 and £150 commission	11/275	1,175 6 10	1,000 0 0
April 4, "	" Ell	11/240	57 14 1	49 10 0
May 6, "	" Ell	11/208	69 8 5	60 0 0
July 11, "	" Ell	11/142	34 3 4	30 0 0
Aug. 23, "	" Ell	11/99	5 12 9	5 0 0
Aug. 25, "	" Fleming	11/97	118 5 10	105 0 0
Sep. 1, "	" Matson and Co.	11/90	...	27 0 0
" 1, "	" Brake	11/90	...	18 0 0
" 1, "	" Bull	11/90	...	10 0 0
" 1, "	" Cardale	11/90	106 16 10	40 0 0
" 4, "	" Ell	11/87	22 9 7	20 0 0
April 8, 1874	" Ell	10/236	53 4 8	50 0 0
June 29, "	" Bain Brothers	10/154	8 11 9	8 5 0
July 7, "	" Ell	10/146	83 4 0	80 0 0
" 27, "	" Ell	10/126	36 4 2	35 0 0
Sept. 9, "	" R.M. Court (Mullins)	10/82	5 4 10	5 2 6
" 15, "	" Ell	10/76	51 0 9	50 0 0
" 30, "	" Ell	10/61	50 16 9	50 0 0
" 9, "	" Ell	10/325	24 14 6	25 0 0
" 16, "	" Ell	9/318	24 13 7	25 0 0
" 1, "	" Ell	9/302	49 2 9	50 0 0
" 10, "	" R.M. Court	9/292	10 5 10	10 13 0
" 30, "	" Balance of interest	...	...	1,237 4 11
			£4,439 15 4	4,862 16 4
Nov. 30, 1884	Balance brought down	..	...	£2,166 9 7
Nov. 24, 1870	By Culliford	14/6	42 6 7	30 4 0
Jan. 10, 1871	" White	14/6	55 0 3	39 5 0
" 18, "	" Cash	13/320	5 11 0	4 0 0
" 18, "	" Tetley	13/312	...	10 10 0
" 18, "	" White Brothers	13/312	...	30 10 0
Feb. 7, "	" White Brothers	13/312	111 10 8	39 10 0
" 7, "	" Cheque	13/292	...	6 3 3
Oct. 24, "	" Cash	13/292	9 17 9	1 0 0
Nov. 9, "	" Ward	13/37	107 6 10	81 18 0
Dec. 21, "	" Tetley	13/21	37 17 4	29 0 0
Feb. 16, 1872	" Tetley	13/344	31 9 9	24 6 0
Mar. 29, "	" Macpherson	12/287	127 17 3	100 0 0
April 6, "	" 76 ewes advanced at Ilam, at 8s.	12/254	38 10 9	30 8 0
" 24, "	" Kennedy's bill	12/238	30 7 10	24 1 0
May 31, "	" Macpherson, wheat	12/220	74 12 1	59 4 0
June 30, "	" Wilkin	12/183	145 1 1	116 1 4
Sept. 6, "	" 30 tons of potatoes, as agreed	12/153	124 3 10	100 0 0
Dec. 31, "	" Cash, J. Gardener	12/85	6 2 4	5 0 0
May 1, 1873	" Wilkin	11/334	262 2 7	220 0 0
June 21, "	" Cash	11/213	220 1 9	190 0 0
Mar. 13, "	" Wilkin	11/162	253 15 3	221 15 0
June 30, "	" Cash account, mortgage Acland and Harper	11/262	1,171 15 7	1,000 0 0
" 30, "	" Murray	11/153	...	10 10 0
April 18, 1874	" Ernest Gray	11/153	8 0 11	3 12 0
" 18, "	" Cash, Sabey and interest	10/226	...	125 7 9
" 18, "	" Buckridge	10/226	...	20 13 4
" 18, "	" Cash, White's bill discounted	10/226	...	148 10 1
" 18, "	" Cash, White's bill discounted	10/226	318 0 1	4 18 0
" 18, "	" Cash, Buckridge	10/173	20 18 11	20 0 0
Nov. 30, 1884	" Balance of interest	...	1,237 4 11	...
" 30, "	" Balance due to L. Harper	...	...	2,166 9 7
			£4,439 15 4	£4,862 16 4

A. R. BLOXAM, Registrar.

W. H. HARGREAVES, Accountant.

ASSETS IN THE ESTATE OF G. W. ELL.—(No. 24, GRAHAM'S REPORT.)

1884.		£	s.	d.	£	s.	d.
Dec. 23.	Half amount of Registrar's fees under Certificate No. 30...	5	12	6			
"	Interest, 10 per cent., to 31st December, 1889 ...	2	16	0			
1885.							
Mar. 11.	Half amount of Accountant's fees under Certificate No. 30	44	2	0			
"	Interest, 10 per cent., to 31st December, 1889 ...	21	3	11			
Aprli 1.	Costs incurred by Harper and Co. wrongfully making Ell bankrupt; annulled 3rd June, 1885...	100	0	0			
"	Interest, 8 per cent., to 31st December, 1889 ...	38	0	0			
June 10.	Cash paid into Court by Hanmer and Harper, by consent	2,404	6	9			
"	Interest, 10 per cent., to 31st December, 1889 ...	1,095	15	8			
					3,711 16 10		
"	Dependencies: Amount due by L. Harper as per certificate of H. Kember, 17th July, 1889, Action No. 353 ...				1,538	9	8
"	Hanmer and Harpers', as per statement, White Brothers' account: Action 683 ...	941	0	0			
"	Security lodged with Registrar, Action 683 ...	35	5	4			
"	"	64	0	0			
"	Hanmer and Harper: "Arbitration costs, June, 1883 ...	200	0	0			
"	T. S. Weston, for Official Assignee: Ell's business books...	200	0	0			
"	F. W. Delamain, overpaid on transaction with him ...	700	0	0			
"	Hanmer and Harpers', agents for Ell: Profit on sale of land, 748 acres, unaccounted for	773	4	0			
"	Charges on same ...	9	3	0			
					2,922 12 4		
					£8,172 18 10		

HENRY KEMBER, Accountant.—Wellington, 30th December, 1889.

123, Lambton Quay, Wellington, 15th August, 1892.

I HEREBY certify that the copy of accounts showing the assets in the estate of G. W. Ell, dated the 30th December, 1889, £8,172 18s. 10d., was prepared by myself from documents then in the Supreme Court produced for my inspection by the authority of Mr. C. C. Graham, dated the 19th December, 1889.

HENRY KEMBER, Accountant.

No. 8.

MR. HASKINS'S RECEIPT.

Resident Magistrate's Court, Christchurch, 4th May, 1886.

RECEIVED from defendant the sum of £28 6s. 3d., being amount paid into Court in the case of Haskins v. Ell.

R. MATHIAS, Clerk to the Court.

MR. HASKINS'S STATEMENT OF CLAIM.

In the Supreme Court of Bankruptcy, holden at Christchurch.

In the matter of "The Bankruptcy Act, 1883, and of the bankruptcy of George Waldoek Ell, of Christchurch, in the Provincial District of Canterbury, in New Zealand, stock-driver, a bankrupt.

I, FRANCIS THOMAS HASKINS, of Christchurch, in the Provincial District of Canterbury, in New Zealand, Town Clerk, do hereby solemnly and sincerely declare,—

1. That the said George Waldoek Ell was, at the date of his bankruptcy, and still is, justly and truly indebted to me in the sum of £21 1s. 9d., for rent of and damages to house, and that the statement hereunto annexed marked A contains a true and complete statement of accounts between me and the said George Wadlock Ell.

2. That I have not received, nor hath any person by my order or by my knowledge or belief for my use or on my account received, or been promised any satisfaction, payment, or security whatsoever for the said sum or any part thereof.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

F. T. HASKINS.

Declared at Christchurch, this 20th day of September, 1886, before me—A. AYRES, J.P.

A.

Mr. G. W. Ell, Dr. to F. T. Haskins.		£	s.	d.
Sept., 1886.	To proof of debt and costs for rent from 13th February to 13th June, 1886, four months, at £4 ...	8	13	4
	To costs of judgment ...	1	16	0
	To rent from 13th June to 13th October, four months, at £26 ...	8	13	4
	To rates ...	1	19	1
		£21 1 9		
	To damage to house and fences and breaking covenant of leases ...	100	0	0

F. T. H. £121 1 9

True copy.—W. S. Fisher, Clerk in Official Assignee's office.

MR. AUSTIN'S DECLARATION OF CLAIM.

In the Supreme Court of Bankruptcy holden at Christchurch.

In the matter of "The Bankruptcy Act, 1883," and of the bankruptcy of George Waldoek Ell, of Christchurch, in the Provincial District of Canterbury, New Zealand, butcher, a bankrupt.

I, HENRY SELWOOD AUSTIN, of Christchurch, in the Provincial District of Canterbury, in New Zealand, solicitor, do hereby solemnly and sincerely declare,—

1. That the said George Waldoek Ell was, at the date of his bankruptcy, and still is, justly and truly indebted to me in the sum of £361 0s. 9d. for costs, and for work and labour done and payments made, and that the statement hereto annexed, marked A, contains a true and complete statement of accounts between me and the said George Waldoek Ell.

2. That I have not received, nor hath any person by my order or to my knowledge or belief for my use or on my account received, or been promised any satisfaction, payment, or security whatsoever for the said sum or any part thereof.

3. That the only securities held in respect of the said debt are the following: I claim to have a lien on any moneys recovered in the action No. 30 in the Supreme Court at Christchurch—Ell v. Harper and another—to the extent of the costs due to me in that action, at present estimated at £293 0s. 1d., leaving a balance now due unsecured of £68 0s. 8d.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

H. S. AUSTIN.

Declared at Christchurch aforesaid this 7th day of April, 1885, before me.—T. G. RUSSELL, a Solicitor of the Supreme Court of New Zealand.

True copy.—W. S. Fisher, clerk, Official Assignee's office, Christchurch.

A.

Mr. G. W. Ell in account with H. S. Austin, Solicitor, Christchurch.

			£	s.	d.	£	s.	d.
Feb.	5, 1884.	Cash to you	...	...	...	2	6	8
"	16	Cash from Nathan	...	...	...	5	13	4
Mar.	3	Cash to you	...	...	...	1	0	0
"	3	Cash to Nathan	...	...	...	1	0	0
"	10	Cash to you	...	...	...	0	10	0
July	8	Cash from Nathan	...	...	...	0	2	6
"	19	Cash from Harper & Co.	...	...	...	3	3	0
Aug.	19	Cash from Harper & Co.	...	...	...	1	1	0
"	28	Cash from Harper & Co.	...	...	...	3	3	0
"	30	Cash from you	...	...	...	1	6	8
Sept.	10	Cash from Nathan	...	...	...	1	10	0
Nov.	1	Cash from you	...	...	...	1	6	8
"	6	Cash from Harper & Co.	...	...	...	3	16	0
Dec.	4	Cash from Harper & Co.	...	...	...	6	8	0
"	6	Cash from you	...	...	...	0	3	6
Feb.	1885.	Costs, Ell v. Harper and another	...	282	10	1		
"	"	Costs, Ell v. Harper	...	51	11	6		
"	"	Costs, Ell v. Harper and another (No. 2)	...	26	19	2		
"	"	Costs, Ell accounts, Delamain	...	33	8	4		
March	"	Costs, Ell v. Harper and another	...	10	10	0		
"	"	Costs, Harper & Co., Ell accounts, Delamain, costs on discontinuance	...	...	...	15	15	0
Dec.	1884.	Cash from you	...	...	...	11	0	0
"	"	Balance due to me	...	...	...	361	0	9
			£412	12	7	£412	12	7

Balance due to H. S. Austin, £361 0s. 9d.

This is the paper-writing marked "A," referred to in the annexed declaration of Henry Selwood Austin, declared this 7th day of April, 1885, before

T. G. RUSSELL,

A Solicitor of the Supreme Court of New Zealand.

No. 9.

AFFIDAVIT OF E. C. LATTER, LATE OFFICIAL ASSIGNEE.

In the Supreme Court of Bankruptcy, holden at Christchurch.

In the matter of "The Bankruptcy Act, 1883," and the several Acts amending the same, and in the matter of the bankruptcy of George Waldoek Ell, of Christchurch, Stock-driver and Dealer.

I, EDWARD CIRCUIT LATTER, of Christchurch, Official Assignee in Bankruptcy, do solemnly and sincerely declare that the within statement of account and balance-sheet is a true and correct statement of all moneys received by me, and of all moneys paid by me, in respect of the above-mentioned George Waldoek Ell. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

E. C. LATTER, Official Assignee.

Declared at Christchurch, this 27th day of November, 1888, before me—GEORGE LESLIE LEE, J.P.

STATEMENT under Section 177 of the Bankruptcy Act of 1883 of the Receipts and Payments in the Estate of GEORGE WALDOCK ELL, of Christchurch, Stock-driver, adjudicated a Bankrupt the 6th day of August, 1886.

Particulars of Receipts—		£	s.	d.
Balance of moneys lying in the Supreme Court to Ell's credit	...	35	5	8
Particulars of Payments—		£	s.	d.
Service of summons	...	0	11	0
Advertising adjudication and first meeting	...	0	10	0
Special meetings	...	1	6	8
Postage-stamps and post-cards	...	0	0	8
Percentage on the net value of the estate realised	...	1	15	3
Court fee <i>re</i> public examination	...	0	13	0
Jury fees, Official Assignee <i>re</i> H. G. Ell	...	4	0	0
Assignee's solicitor, paid on order of the Judge	...	4	11	0
Creditors, on account	...	20	0	0
Balance in Bank of New Zealand	...	1	18	1
		£35	5	8
		£	s.	d.
Fee on filing statement of accounts	...	0	3	0
Fee on motion for release of Assignee, on affidavit therewith	...	0	10	0
Fee on order of release of Assignee	...	0	10	0
Advertising filing accounts and Assignee's intention to apply for release	...	0	2	0
		£1	5	0

E. C. LATTER, Official Assignee.

A. H. MACLEAN, Audit Inspector.

Examined and found correct.—JAMES EDWARD FITZGERALD, Controller and Auditor-General.

No. 10.

Documents in Action No. 683 (not printed); Supreme Court Records in Action No. 683 (*vide* Appendix 5).

No. 11.

RECEIPT, SECURITY FOR CHANGE OF VENUE (ACTION No. 683).

Supreme Court, 8th January, 1886.

RECEIVED from G. W. Ell the sum of £100, being amount paid into Court in the case of Ell *v.* Harper and another, No. 683, as security for costs under order of 22nd December, 1885.

W. H. EYES, Deputy Registrar.

No. 12.

ASSERTION OF MR. ELL THAT LIBEL ACTION, AUSTIN *v.* ELL, WAS NOT SETTLED OUT OF COURT.
Extract from "Telegraph" Report of the 11th April, 1885.—Supreme Court Criminal Sitzings, Friday, 10th April.

LIBEL.

AFTER the jury had given their verdict yesterday in the case against G. W. Ell for libel,

Mr. Denniston said that costs would of course follow the judgment.

His Honour could not understand this.

Mr. Denniston quoted authority, which his Honour accepted.

Mr. Russell submitted that he had not been heard on the question of publication. He had authorities to cite which he had not been allowed to quote.

Mr. Denniston submitted that verdict having been given and the record concluded, it could not be reopened. With great respect to his Honour, he felt, after the direction which had been given, that no steps could be taken to interfere with the verdict. His learned friend had not calculated the effect of the verdict.

His Honour said Mr. Russell should certainly have indicated that he intended quoting authorities. However, if Mr. Denniston had no objection, he would ask Mr. Russell to give him the cases he would have relied upon.

Mr. Denniston had no objection.

Mr. Russell cited the following cases: King *v.* Burdett, Alderson's Reps., Vol. iv., and Bolton *v.* Elphinstone, 2 W. Bl., 1037.

His Honour held that none of these cases were analogous. There must be publication by arriving at the mind of a third party. Now this was not the case here. None of the persons who had anything to do with the paper except Ell had read the libel. He was quite clear in his mind that there had been no publication, and the authorities cited had not altered his opinion.

Mr. Russell asked his Honour to reserve the point.

His Honour said that he could not reserve a point upon which he was perfectly clear.

The defendant was then discharged.

[In face of these facts the Registrar, in his evidence, states I settled the case out of Court.

My costs in this case were about £89, but, whether rightly or not, the Registrar taxed down to £15 15s. (See Mr. Conolly's report, H.-6, 1889.)—G. W. ELL. 29th September, 1892.]

LETTER FROM MR. J. E. DENNISTON TO MR. E. G. JELlicoe.

DEAR SIR,—

20th January, 1886.

I have received a letter from Mr. Ell, asking me to make an affidavit of the facts of the judgment in his favour in a criminal action for libel tried at Christchurch, in which I was his counsel. In that case, after the verdict was recorded, I drew the Court's attention to the fact that the verdict carried costs, with which the Judge ultimately concurred. It is obvious, however, that these facts cannot and ought not to be proved by the affidavit of counsel. They ought, if necessary, to appear on the records of the Court. But it is not, in my opinion, necessary that anything should appear as to costs on the face of the judgment. The right to costs is given by 6 and 7 Vict., cap. 96 (Lord Campbell's Act) adopted in New Zealand by the adopting Ordinance of 1845 (8 Vict., No. 8). By the 8th section, "If judgment is given for the defendant he shall be entitled to recover from the prosecutor the costs sustained by the said defendant, such costs to be taxed by the proper officer." It requires no judgment or order by the Court other than the entry of judgment for the defendant, and all you would have to do is to make out your costs, and have them taxed as of course. When taxed they can be sued for (see *Richardson v. Maher* L.R. 8 Ex. 69, 42 L.J. Ex. 68).

You will excuse this statement of what may be quite familiar to you; but I gather from Ell's letters that there is some misconception as to his position, and these points of practice are not always at one's fingers' ends.

Yours faithfully,

J. E. DENNISTON.

E. G. Jellicoe, Esq., Solicitor, Wellington.

No. 13.

AFFIDAVIT BY MR. ELL.

AN Affidavit in support of the humble Petition of the Colonists of New Zealand on behalf of George Waldoock Ell, praying for redress, presented to Parliament by Thomas Duncan, Esq., M.H.R., on the 7th July, 1892.

I, GEORGE WALDOOCK ELL, make oath and say as follows:—

1. As stated in said petition, I have been put to more than £2,000 expense since December, 1884, by the maladministration of their duty by the Registrar and Official Assignee at Christchurch.
 2. That I paid the said Registrar in December, 1884, £11 5s.
 3. That I paid the said Registrar in March, 1885, £90 6s.
 4. That the account of Stewart, Holmes, and Denniston is £78.
 5. That M. J. Lynch's account paid is £6 6s.
 6. That Hammersley received about £60.
 7. That H. S. Austin was paid in June and August, 1885, £370.
 8. That Mr. Jellicoe received about £300.
 9. That Austin and Haskins received, in May and June, 1886, about £100.
 10. That I paid the said Registrar, in January, 1886, £100.
 11. That a case heard in action 683, in Wellington, before Mr. Justice Richmond, through documents and evidence being suppressed, and thereby His Honour and jury were deceived, and I was taken by surprise, cost me over £300.
 12. That I paid Mr. A. S. Paterson £14 10s.
 13. That I was compelled to go to Timaru in 1885, which cost me about £10.
 14. That stamps on motions, deeds, affidavits, and office-copies of documents that I was compelled to obtain, and would not have been in any way required had the Registrar done his duty, has cost about £100.
 15. That my printing account in Wellington is more than £70.
 16. That printing in Christchurch cost me £20.
 17. Mr. Kember's account is £105.
 18. That my journeys to Timaru, Dunedin, Wellington, and Gisborne have cost me more than £100.
 19. That it has cost me since I have been in Wellington in 1887, about £800.
 20. That I submit I am entitled to £200 a year since December, 1884, by reason of the false documents issued by the public servants, which has wasted my life since that date, £1,500.
- That Mr. W. L. Rees has on several occasions endeavoured to assist me in getting these wrongs adjusted, and expended money, but to what amount I do not know.

G. W. ELL.

Sworn at Wellington, this 18th day of August, 1892, before me—JACKSON PALMER, a Solicitor of the Supreme Court of New Zealand.

No. 14.

CORRESPONDENCE BETWEEN MR. ELL AND SIR R. STOUT, AND OPINION BY SIR R. STOUT.

DEAR SIR,—

Premier's Office, Wellington, New Zealand, 21st March, 1887.

I have looked over your papers, and I do not think it is possible for me to interfere in the case; and even if I had time to do so, which I have not, the case requires a solicitor on the spot to attend to it, and I do not practise as a solicitor; I only appear in Court as a barrister. You should obtain the aid of some able and intelligent lawyer in Christchurch to attend to your business. It is impossible for one at a distance to render you any assistance.

I return your papers by book-post, and would have written you before, but I promised to look over your papers; until I had done so, I deferred sending a reply.

Yours truly,

ROBERT STOUT.

G. W. Ell, Esq., 140, Chester Street, West, Christchurch.

SIR,—

Dunedin, 19th November, 1891.

I have the honour to acknowledge receipt of your letter of the 11th November instant, enclosing a voluminous mass of papers in reference to Mr. Ell. I have carefully perused the documents sent to me, and I shall deal with what I understand to be the suggestion of the Public Petitions M to Z Committee [p. 2 of this paper]. The recommendations by the Committee are contained in the 18th paragraph of their report. That paragraph is as follows: "The Committee are therefore of opinion that Ell has suffered grievous wrong by the abuse of the powers of the Courts of Law and Bankruptcy, and beg to recommend that he be appointed trustee in his own estate, or that some other impartial person be so appointed: First, for the payment out of his estate of all his just debts; second, to hold the residue of his own estate (if any) for his own benefit."

I am of opinion there is no power to carry out the suggestion, unless by statute. I think it is proper, however, to make some remarks on some of the statements made by the Petitions Committee. I feel certain that all the facts could not have been brought before the Committee, else it would not have come to the conclusions that it has done. The conclusions arrived at by the Committee that appear to me to be negatived by the documents and by the judgments of the Court of Appeal and Supreme Court, are as follows, viz.: Conclusions 5, 6, 7, 9, 14, and 15. So far as I can gather from the documents, and the report of decisions in the various cases which have been brought before the Supreme and Appeal Courts by Mr. Ell, the facts are as follows:—

It appears from the statement in the N.Z. L.R., C.A., Vol. iv., p. 142, that G. W. Ell brought two actions for account, one against L. Harper and the other against L. Harper and P. Hanmer. Accounts were taken, and the Registrar and the Accountant appointed by the Court made their certificates. In the action against L. Harper the sum of £2,166 9s. 7d. was found due by the plaintiff to the defendant, and in the action against Harper and Hanmer the sum of £2,120 16s. 10d. was due by the defendants to the plaintiff. There was an appeal against the finding of the Registrar and Accountant on the ground of mistake. When that matter was argued before the Court of Appeal the Court of Appeal set aside the Registrar's certificate, but not on the ground mentioned in paragraph 6 of the Committee's report. The ground of the decision was that the certificate signed by the Registrar and the Accountant did not set out, in accordance with the rules, sufficient material to explain the accounts, nor the evidence upon which the findings of the Registrar and Accountant were based. I think it proper to set out the full judgment of the Court of Appeal. It is as follows:—

"In this case we think that the judgment should be set aside and the certificate reviewed by the Registrar and Accountant. The certificate, when looked at, shows us that the proceedings in Chambers were not taken as intended by the rules, and therefore not in a way which enables the Court to deal with the cause when it comes before it on a motion for a decree on further consideration. It is quite clear that when accounts have to be taken the party accounting brings in his account and the Registrar takes evidence on the account. That was not done in this case, but an account was prepared by the Registrar and Accountant and appended to the certificate. There is nothing to show what conclusions were arrived at. This is an account with interest added to it, but there is no indication as to what the items represent. There is nothing in the certificate as to the evidence the Registrar has acted on. This being so, no Judge could make a decree on such materials. That was the position the matter was in before Mr. Justice Johnston, and we think if this had been represented to him he certainly would not have made the decree.

"It is the fault of the appellant that he has consistently made wrong applications. In this case, he was making application to review the certificate on the ground of mistake; and the Judge decided rightly that there was no mistake, and he was right in refusing to review on the ground of mistake in the sense of that term in the rule. But, as we find ourselves unable to make a decree upon this certificate, so he should have found himself unable to do so. Before concluding, I think I ought to say that the blame falls more on the representatives of the litigants than on the Registrar, in making his certificate and in proceeding as he has done. The Registrars in the Supreme Court have not had the experience they have elsewhere, and it is incumbent on litigants to see that the proceedings are taken in the manner contemplated by the rules. The costs ought to fall on those who represent the litigants, but there is no complaint against the officer. We therefore think the judgment ought to be set aside, and the certificate reviewed. We have considered whether or not we can limit the items on which the review should take place; but, on the whole, we think in the interests of both parties it should be at large. Most of the items will, no doubt, be agreed to, and only a few of the matters gone into again, and the evidence already taken can be admitted to be sufficient. We think each party must pay his own costs of this appeal, as the appeal was limited to the certificate being void on the ground of mistake; but the case goes back on entirely different grounds—namely, that this Court itself, seeing the certificate, finds it so insufficient that no conclusion can be come to on it. The other two appeals, inasmuch as the appellant has not come within the right time, the orders appealed from being interlocutory orders and orders of refusal, must be dismissed with costs in each case on the lowest scale."

The judgment was that of the Chief Justice and Justices Richmond and Williams. This judgment negatives the 5th and 6th conclusions of the Committee, which were as follows:—

"5. That the said Registrar, in disobedience of an order of the Supreme Court, went behind a settlement of accounts made between the contesting parties in 1873, and brought in a verdict for Messrs. Harper against Ell for upwards of £2,000.

"6. That thereupon Ell appealed against the said last judgment, and the judgment was set aside by the Court of Appeal, and referred back to the Registrar and Accountant at Christchurch, on the ground that he had no right to inquire into accounts prior to the settlement between the parties in 1873."

When this judgment was given, judgment being pronounced on the 3rd June, the certificate from the Court of Appeal was forwarded to Christchurch.

The Committee make the following statement in paragraph 9: "That on Ell attending the office of the Registrar for that purpose, the Registrar stated that he had not received the papers from Wellington, though, as a matter of fact, he had received them, and they were in his office at the time."

This was carefully inquired into by Mr. Justice Conolly as a special Commissioner. He says in his report as follows: "Mr. Ell alleges that the Registrar falsely asserted that certain papers had not arrived from Wellington; but this allegation is not supported by the facts, since some of the papers evidently did not come to hand until the 28th August."

I am not aware that there was any evidence produced before the Committee to show that Mr. Justice Conolly's finding was incorrect. None has been forwarded to me with the documents. I assume that the Committee would not have come to the conclusion unless some such evidence was produced before it, and until it had heard the Registrars at Wellington and the Registrar at Christchurch. Were they examined? Mr. Ell was adjudicated a bankrupt on the 6th August, on a judgment that had been obtained against him about eighteen months before adjudication. It will be seen from the reports of the Court of Appeal that on the 26th May, 1887, Mr. Ell petitioned against the adjudication on Mr. Weston's debt; and the Court of Appeal, though he had not complied with the rules regulating appeals, was willing, if merits could have been shown, to have made him a concession. He was unable to show merits, and I quote the judgment of the Court of Appeal from the 5th volume of the Court of Appeal Reports.

"This is a case in which the Court cannot give the indulgence asked by the appellant. It ought not to interfere unless a strong case of merits is made out *prima facie*. We have looked over the case for merits, but for my part I cannot find any. The original judgment was recovered on the 25th February, 1885, eighteen months before the adjudication in bankruptcy which is the subject of this appeal. In obtaining that judgment Mr. Weston acted as solicitor for Nathan. He is now the petitioning creditor as executor for Nathan. Before the judgment was obtained, leave was granted to appear and plead; that leave was not acted on. On a motion to set aside the judgment, the Court was again called on to consider the equity of the debt. Then comes an interval of eighteen months before proceedings are taken in bankruptcy. Mr. Weston, in the meantime, attempted to obtain satisfaction by means of a charging order; but the attempt failed, because there was a set-off which covered the fund in Court sought to be affected. Then comes the proceedings in bankruptcy, Weston being now in the position of a trustee. On these proceedings Ell appeared, and the equity of the debt was again investigated. It was allowed as a petitioning creditor's debt. Ell then gave notice of appeal under the Court of Appeal rules, neglecting the Bankruptcy Act and the rules made under it. His attention must have been called to the error, as the parties went before the Registrar in August last year to fix the security, when the Registrar referred to the provisions of the rules in bankruptcy. The Court of Appeal sat in November, and the matter was not spoken to there. No step was taken to prosecute the appeal; none to strike it out. Now, after another interval of six months, the bankrupt comes with his appeal in the wrong form and asks for a further six months to put it right. If we were to accede to this, litigation would have no end; if we give the further time it will hang up the appeal for six months more, making some eighteen months from the adjudication. Such latitude can only be allowed to an appellant who comes with a strong case on the merits. There is none such here, and if we were to give the indulgence we should be making a very vicious precedent.

As to Mr. Kember's accounts, on which the Committee relies, it appears from them that Mr. Kember has assumed that there would be an amount owing to Mr. Ell in the second action—that is, he assumes that the Registrar's certificate is wrong, and apparently he has based his judgment either on an account made up by Mr. Brook or on what Mr. Ell has told him. It is clear that there has been no adjudication by any competent tribunal showing that Harper, or Harper and Hanmer, are indebted or were indebted to Mr. Ell before bankruptcy, if both accounts are considered. I would draw attention to the affidavit filed by Mr. Harper in the Court, setting forth certain letters written by Mr. Brook to him. Mr. Brook, in his examination before the Assignee in Bankruptcy, admitted that he had written Mr. Harper, but stated that he had written the letters without Mr. Ell's knowledge. Mr. Harper's affidavit is as follows:—

"I, Leonard Harper, of the City of Christchurch, in the said district, solicitor, swear,—

"1. That I am one of the defendants in the action referred to in the 6th paragraph of the affidavit of the said George Waldo Ell, sworn herein the thirteenth day of May instant.

"2. That, in the month of January last, I received a letter from the firm of Messrs. Brook and Co., of which firm J. W. J. Brook is, I believe, a member, a letter in the words and figures following:—

"DEAR SIR,—

"Confidential.—Wellington, N.Z., 17th January, 1889.

"Re G. W. Ell.—Provided that we are fairly recompensed for so doing, there will be no difficulty in arranging for our withdrawal from the above matter, as the report still remains in our possession, and the contents have not been disclosed. We submit that it will be to your advantage to fall in with our suggestion. Should you deem the same worthy of attention, our Mr. J. Brook will be at the White Hart Hotel, Christchurch, until Tuesday next, and will be glad to have an interview on the subject, if you will kindly send him a note or a message naming the time and date most convenient to you. We need scarcely say that this communication is *bonâ fide*.

"Yours truly,

"BROOK AND Co.

"L. Harper, Esq., Christchurch."

"And I also received an anonymous letter in the words and figures following:—

"SIR,—

"Christchurch, 31st December, 1888.

"Are you prepared to make it worth while for Messieurs Brook and Co., of Wellington, to withdraw from G. W. Ell's case? Their report on the accounts, although long since completed, remains in their possession until the proper time arrives for its production. The document is unas-

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.

DEAR SIR,—

123, Princes Street, Dunedin, N.Z., 22nd March, 1892.

I am in receipt of your letter of the 19th instant, in reference to a report made by me on your petition to the House of Representatives. You will see that it is entirely out of place to discuss with you the matter of my opinion. I am not aware that I had not before me all the papers that were before the Committee. I shall forward your letter to the Government, as I think both your letter and my reply ought to be filed with the papers.

Yours, truly,

Mr. G. W. Ell, Wellington.

ROBERT STOUT.

No. 15.

AFFIDAVIT BY MR. ELL, IN REPLY TO SIR R. STOUT.

AFFIDAVIT made by George Waldo Ell, in answer to an opinion of Sir Robert Stout, dated 19th November, 1891, upon a report of the Public Petitions M to Z Committee, dated 19th day of August, 1891.

I, GEORGE WALDO ELL, make oath and say as follows:—

1. That the following documents have not been placed before Sir Robert, but they were placed before the Committee M to Z, and carefully considered by those honourable members in making the above mentioned report.

2. Sir Robert makes no mention of paragraph 3 in document No. 1, in which action No. 30 there stands a judgment, by consent, to my credit more than £2,400, with interest by decree of Court at £10 per cent., since June, 1885, to be added.

3. That Sir Robert, referring to paragraphs 5 and 6, is quite in error; he should have had before him the summons and order dated 29th of October, 1884, and affidavit, Court of Appeal, May, 1886, that were before the Committee, then he would have come to the same conclusion as the Committee. Documents referred to, No. 2.

4. That Sir Robert, when referring to paragraph 7 of report, should have had Mr. Bloxam's receipt to Mr. Cooper, the Deputy Registrar at Wellington, dated the 25th of June, 1885, for all papers in actions Nos. 30 and 353, also numbered 2.

5. That Sir Robert Stout, when referring to paragraph 9, should have had before him Supreme Court Records No. 4, and he would at once have seen that the documents that Mr. Bloxam received on the 28th August, 1886, belonged to action 683, had nothing whatever to do with the Court of Appeal in May, 1886. That was how Mr. Commissioner Conolly was deceived by Mr. Bloxam; the documents were in his office at the time.

6. In reference to paragraph 11, Sir Robert could not have had before him the Court of Appeal papers, May, 1887, that were placed before the Committee from the Court, or he would have seen the position both Weston and Haskins placed themselves in under clause 201 of the Bankruptcy Act, besides proving that the Official Assignee endeavoured to crush me by accepting false proofs of debt.

7. Sir Robert was kind enough to engage Mr. P. Levi to appear for me, and Mr. Stafford appeared for Weston; but, because I was under the wrong rules, the case was not gone into any further than Weston, through Mr. Stafford, saying that he had no claim against me for £5,138, although he (Weston) had sworn that he had; so the Court of Appeal was the means, at any rate, of ridding me of Weston's false declaration.

8. That when Sir Robert refers to paragraph 14 of report, he is again quite in error: for had he before him Registrar's certificate No. 353, and the figures supplied to him, the Registrar, on the 5th of December, 1885, by the defendant's solicitor, Mr. J. C. Martin, he would have at once seen that the Registrar had adopted in his certificate those said figures almost *in globo*, and suppressed the evidence written by himself, and thereby making a certificate £2,166 against me instead of £1,538 in my favour. This document is numbered 5.

9. That if Sir Robert had placed before him the same documents that were placed before the Committee and Mr. Kember—namely, Registrar's notes of evidence, No. 3; figures supplied by defendant's solicitor, No. 4, dated the 5th of December, 1884; defendant's accounts, No. 5; plaintiff's accounts, No. 6—Sir Robert would have come to the same conclusion as the Committee had done, and found that between £6,000 and £7,000 is due to your humble petitioner.

10. That the affidavit of Mr. Leonard Harper referred to by Sir Robert was filed without any notice to me, and therefore I did not discharge Mr. Brook so soon as I should have done; that any letters Brook and Co. may have written to Mr. Harper have nothing whatever to do with me, as shown by Mr. Graham's letter to the Department of Justice.

11. That on page 8 Sir Robert says, in his opinion, "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," whether I was made bankrupt illegally or not. Mr. Latter had enough money in hand to have collected my assets in August, 1886, to have paid my just debts, under clause 112 of the Act, which is perfectly fair; this is proved by document No. 8.

12. That, also on page 8, Sir Robert says, that Ell "desires to make out that money is due to him." The certificate by Mr. Kember was prepared by request of Mr. Graham, through Mr. T. B. Fleming, now Assistant Inspector of Education, as shown in Mr. Graham's report, No. 24.

13. That Sir Robert says it is strange that none of the creditors moved in the matter. Weston now states there is nothing due to him; therefore he was not a creditor in law. See document No. 9.

14. That Haskins was not a creditor in law. See document No. 10.

15. That, neither Weston or Haskins being qualified to vote, the Assignee had, I submit, no right even to offer my assets for sale to Mr. Harper. The only other creditors were Holmes and Loughrey, who refused to attend the Assignee at all.

G. W. ELL.

Sworn at Wellington this eighteenth day of August, 1892. Before me—
Jackson Palmer, a Solicitor of the Supreme Court of New Zealand.

No. 16.

DOCUMENT HANDED IN BY MR. BLOXAM.

Mr. Justice Johnston's Notes.

5th August, 1885.

(Fol. 160.)

Official Assignee *v. Harper*: To vary certificate, Supreme Court. Official Assignee, *Ell v. L. Harper*.
(No. 353): Hamersley—Time enlarged to 30th September.

CERTIFICATE adopted, 26th March. 25m. Motion to have it varied returnable 1st April; before motion called on, *Ell* adjudicated bankrupt. Motion not heard. Adjudication cancelled, 3rd June. Now applies for extension. Martin opposed. *Ell*'s affidavit, paragraph 7: From 3rd June to 28th July *Ell* never made application, although he has recovered a judgment and order to pay into Court. Even if month ran from 3rd June (rule 433) now entitled to come for judgment, and if time granted, only in terms, paying money into Court or finding security.

Time extended to 2nd September to hear motion to vary certificate, terms, payment into Court of amount of certificate and costs, or security thereof to satisfaction of Registrar. Notice, 14 days.

Nos. 30 and 353.—Official Assignee of *Ell v. Harper*: Motion for judgment for defendant, Supreme Court, till after 2nd September. Official Assignee, *Ell v. Harper*: Motion to vary certificate. Austin for Official Assignee. Withdrawn.

By Council in both actions name of Official Assignee withdrawn, and name of *Ell* substituted; rule to be drawn up after rule for enlarging time to vary certificate.

In both cases: By consent, Austin's name removed from record, and Hamersley's put on as solicitor before rule.

Wednesday, 12th August, 1885, 11 a.m.

(Fol. 170.)

Nos. 30 and 353.—*Ell v. Harper*: *Ell* in person; Martin for defendant. Two witnesses, same in two actions.

ELL moved that certificate in both actions may be varied or set aside on ground of fraud.

In action No. 30: Accounts ordered in both cases, taken together before Registrar. (Martin: Accounts taken in one action first, and, by consent, the evidence in first action used as evidence in the other, leaving to Registrar discretion to charge items to proper account.) Received his affidavit. I refused to grant the motion, with costs, £3 3s. in each case. I refused leave to appeal.

August 26th, 1885.

(Fol. 193.)

No. 353.—*Ell v. Harper*: *Ell* in person. Martin for defendant.

ELL moved to vary order of 5th August, by striking out part referring to fixing security or paying money into.

Summons discharged, with costs three guineas.

Wednesday, 2nd September, 1885, 11 a.m.

(Fol. 194.)

No. 353.—*Ell v. Harper*.—Martin moved for judgment. *Ell* read affidavit: Martin read affidavit. Orders of 5th August for time to 2nd September on terms; terms not complied with.

Judgment, *Ell v. Harper*.—Action No. 30, Wednesday, 2nd September, 1885.

ELL wanted postponement. Martin refused to consent to adjournment. *Ell*: Motion to vary and set aside certificate on ground of mistake; rule 433. Affidavit in action No. 30, 29th August, showing improprieties in items of account; error in accounts; delay; conversation with Hamersley. Martin: Mistake, Wharton; unintentional act or omission arising from ignorance or imposture. Affidavit in reply, and affidavit 11th August: Notice given; answer to collusion; not aware of any error. *Ell*, in reply. I held mistake in end of rule 433 does not mean erroneous claims as to amounts.

Motion dismissed, with costs three guineas.

Leave to appeal if appeal lies.

No. 353.—Same *v. Same*.—*Ell* moved (similar case.)

Motion dismissed, £33 3s. costs.

Leave to appeal if appeal lies.

No. 17.

LETTER FROM MR. HARPER TO THE CHAIRMAN OF THE PUBLIC PETITIONS A TO L COMMITTEE.

SIR,—

Hereford Street, Christchurch, N.Z., 30th August, 1892.

I have the honour to acknowledge the receipt of your telegram of the 25th instant, and beg to thank you for your courtesy in sending it to me.

Since receipt of it I have seen a copy of the petition presented on behalf of Mr. G. W. *Ell*.

I was absent from the colony during the last session of Parliament, but I observe, from reference to *Hansard*, that the petition practically consists of the report of the then Committee as presented to the House.

I understand that this report was entirely based upon the uncorroborated evidence of Mr. *Ell*.

It contained charges affecting the Registrar of the Supreme Court, and Mr. Latter, when Official Assignee in Bankruptcy, which I submit do not concern me; and I have no doubt that these gentlemen would satisfactorily explain matters if the Committee require their attendance. As regards so much of the petition or report therein set out which refers to the judgments of the Supreme Court in the actions of *Ell v. L. Harper*, and *Hanmer and Harper v. Ell*, I wish to state that all accounts and matters referred to in Mr. *Ell*'s petition have been the subject of inquiry by the Registrar of the Supreme Court, and Accountant appointed by the Court, and, subsequently, by Judges of the Supreme Court whose judgments have dealt with the whole matters in dispute, and

are recorded in the Court. I must therefore respectfully decline to go behind these judgments, or to incur any more expense than I have already had to bear in these matters.

Therefore I do not see any necessity to avail myself of your notice, which gives me the opportunity of being represented at the meeting on Thursday next.

C. H. Mills, Esq., M.H.R., Wellington.

I have, &c.,

LEONARD HARPER.

No. 18.

LETTER FROM MR. LATTER TO THE CHAIRMAN OF THE PUBLIC PETITIONS A TO L COMMITTEE.

SIR,— 154, Worcester Street, Christchurch, N.Z., 30th August, 1892.

I have the honour to acknowledge, and to thank you for, your telegram of the 25th instant advising me that a petition from G. W. Ell will be considered by your Committee on Thursday next. I have since obtained a copy of the petition, and find that it is mainly a reiteration of the report to the House on Ell's petition of last session, in which he made *ex parte* statements reflecting most unwarrantably on myself and others.

I unhesitatingly say that Mr. Ell's statements are not facts. The facts have been determined from time to time by their Honours Judges Johnston, Ward, and Denniston, and by Mr. Commissioner (now Mr. Justice) Conolly, and on each occasion their decision has been against Mr. Ell.

It is from no feeling of disrespect that I have decided not to attend on Thursday; but, my administration of Ell's estate having been considered by four gentlemen thoroughly acquainted with the requirements of the Bankruptcy Act, and having in each case been exonerated, fully and entirely, from the charges brought by Mr. Ell, I trust that I shall not be blamed for not again submitting my evidence, especially as at Wellington I should not have reference to the records of the Christchurch Bankruptcy Court.

I have not referred to Mr. Graham's report, as that was made on Mr. Ell's uncorroborated evidence, and I had no notice that such an inquiry was to be held.

I am, &c.,

E. C. LATTER.

C. H. Mills, Esq., M.H.R.,

Chairman, Public Petitions Committee, Wellington.

No. 19.

LIST OF DOCUMENTS PUT IN BY MR. ELL, BUT NOT PRINTED.

1. Deed of agreement for arbitration, 24th April, 1883.
2. Deed of submission, 24th April, 1883.
3. Notes of John Holmes, Esq., 18th June, 1883.
4. Agreement to sign deed of agreement for arbitration (not signed as agreed), referred to in Mr. Holmes's notes. Signed by J. C. Martin, for Harper; J. Holmes for Ell, 18th June, 1883.
5. W. A. Moss's arbitration book.
6. Jas. McHaffie's notes.
7. Letters, from 4th February, 1882, to 22nd November, 1883, in reference to arbitration.
8. Registrar's notes.
9. Certificate of Registrar, No. 30.
10. Minute-books in bankruptcy, Nos. 263 and 555.
11. Mr. Commissioner Conolly's report. [H.-6, 1889.]
12. Mr. C. C. Graham's report.
13. Plaint in action 1397, Ell v. Harper and others, heard before Mr. Justice Ward in 1887
14. Ell's letter to the Hon. Mr. Cadman, 20th June, 1892.
15. Declaration for C. C. Graham, Esq., explaining items. Sworn before J. R. Blair, 7th January, 1890.
16. Mr. McHaffie's notes, before Registrar, July and August, 1886.
17. Copy account-book, law trusts moneys.
18. Copy telegram Registrar to Court of Appeal, May, 1886.
19. Proof settled account Ell v. Harper, 19th December, 1887.
20. Letter T. R. Fleming to Department of Justice, dated 30th January, 1890, and correspondence attached.
21. Affidavit, Court of Appeal, May, 1886.
22. Correspondence: Registrar to Committee, December, 1887.
23. Account known as Exhibit H, dated 23rd August, 1880.
24. Orders of Court, A, B, C, D, in action 683.
25. Affidavit, Martin and Austin, 16th March, 1885.
Statement of claims, 23rd December, 1884.
26. Accounts that were placed before Mr. Kember when making certificate.
27. Judgment and figures in action No. 30.
28. Copy deed drawn by Jellicoe, 10th June, 1886.
29. Documents in action 683 received from Registrar.
30. Deed and documents in action No. 683: Deed No. 24976; caveat withdrawn, 6th July, 1877; memorandum lease, Hammer and Harper, containing numbers of sections; transmission No. 161; transfer 1506; account dated 21st May, 1885; deed No. 5155; deed No. 10177.
31. Mr. Justice Richmond's notes.
32. Letter to C. C. Graham, Esq., 24th February, 1890.

- 33. Books of record by Mr. James McHaffie, initialled up to letter F.
- 34. Letters, 21st March, 1888, to Department Justice.
- 35. Supreme Court Rules.
- 36. Bankruptcy Act.
- 37. Report Ell's meeting in Christchurch, 19th November, 1888.

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