

actions, the same evidence was taken. Referring to Mr. Bloxam's telegram [Exhibit G], the exhibits were not returned to me. If they have been returned Mr. Bloxam should have a receipt, and should produce it. At the meeting on the 14th July I waited for half an hour, and asked Mr. Bloxam to make a note of it, so that I might claim costs. He refused to do so. At the meeting on the 28th July I also lent Mr. Bloxam and Mr. Martin a copy of certificate on No. 353; and I made my objections to certain items, of which Mr. Bloxam made a note. Mr. Bloxam retained the copy of the certificate, and also the account referred to. I have since repeatedly applied for them. [Mr. Bloxam was here called upon to produce his notes. He produced a document, which Mr. Ell, on perusal, declined to put in.] As to Mr. Bloxam's letter of the 10th November, 1887 [put in—Exhibit M], it is false in this way: that no costs were allowed to the Registrar. The orders of Court dismissed the action against the Registrar with costs. No such order should have been taken out. I never heard Mr. Justice Ward say that if the action was called on he should dismiss it at once. Mr. Bloxam might have had the case tried upon its merits. I paid to the Registrar, 11th March, 1885, £88 4s., as already stated. The Registrar also received £11 5s., 23rd December, 1884. My letter of 22nd March was forwarded to Mr. Bloxam.

---

THURSDAY, 6TH SEPTEMBER, 1888.

GEORGE WALDOCK ELL continued his statement.

I INSTRUCTED Messrs. Brook and Co. on the 13th August to prepare accounts. I decline to call Mr. Justice Ward as my witness. I produce a telegram from Messrs. Brook and Co. stating that the accounts can be here by the 14th instant. I decline to go on with the charges against the Registrar until these accounts are here. I decline to proceed with the charges against Mr. Latter in the meantime.

---

MONDAY, 19TH NOVEMBER, 1888.

ANDREW ROBY BLOXAM examined on oath.

I AM Registrar of the Supreme Court of New Zealand at Christchurch, and have been so about seven years, and previously Deputy-Registrar about two years. With reference to having handed the certificates to Mr. Austin, an order had been previously made, on the 24th February, 1885, that Mr. Lynch should be substituted for Mr. Austin as Mr. Ell's solicitor, on payment of Mr. Austin's costs. On the 20th February, 1885, notice had been sent to Mr. Austin and to Mr. Martin, as the solicitors for the respective parties, that the certificates were ready, and would be issued as soon as Mr. Hargreaves's fees were paid. On the 11th March the fees were paid into Court by Mr. Ell. On the same day I wrote to Mr. Hoban, solicitor, agent at Christchurch for Mr. Lynch, who lives at Timaru, that the certificates were ready, and would be handed to Mr. Austin, the solicitor on the record, who had requested me to do so unless Mr. Lynch took out the order, should he wish to do so. No order for change of solicitor had then been drawn up, and to the best of my belief none ever was drawn up making Mr. Lynch solicitor in the actions. A great part of the conversation narrated by Mr. Ell as having taken place on the 11th March is incorrect. When the £88 4s. was paid the certificates were not signed, and were not handed to Mr. Austin until the 12th, nor were they in Mr. Austin's hands on the 11th, nor did I on that day give Mr. Ell a note of the amounts. I admit that Mr. Ell claimed to have them given to him. Neither Mr. Lynch nor Mr. Hoban attended at any time on the matter. On taking the accounts Mr. Hargreaves and I found that there had been a settled account between the parties to June, 1873, but that it was incorrect. We found this on the 1st December, 1884, from all the evidence that had been given on the matter. Mr. Austin had applied on the 17th October for an order that the defendants should be bound by the settled account of June, 1873, and that in taking the accounts we should start from that date; but the Court would only grant the order [Exhibit A] whereby we were only to be so bound if we were satisfied as to such being a settled account. We then gave our finding that there had been a settled account as above, but that it was an incorrect one, and we informed Mr. Austin thereof at the time—namely, on the 1st December. We did not adopt either Mr. Ell's or the defendant's accounts. We went through all the accounts that were tendered, and arrived at the balances upon the evidence as nearly as we could. There was discrepancy of evidence on some items. The certificates were approved by the Judge on the 20th March, 1885. Mr. Austin appeared, and was heard on behalf of Mr. Ell, and took no objection to them. He did not oppose Mr. Martin's motion for approval of certificate in the action in which balance was in favour of Mr. Harper. Several motions to set aside these certificates have been made, but none have been granted. The Court of Appeal sent one of the certificates—the one in which Mr. Ell is a debtor—for review. This matter is still in abeyance because Mr. Ell has not proceeded with it, practically on account of his becoming bankrupt in August, 1886. He has not as yet got his discharge. With respect to the £250 secured by mortgage, for which receipt was given, August, 1875, the first conveyance was a conveyance, Harper to Ell, 20th March, 1873, for £250. The next day Ell gave mortgage to Harper for the same amount, for which the receipt was given 6th September, 1875. On the next day, 7th September, 1875, application was made to bring the land under the Land Transfer Act. The £250 for which the receipt was given does not appear to Ell's credit in the accounts, and we were satisfied that it had not been paid. The £2,404 6s. 9d. paid into Court to the credit of the cause was so paid in under order of Court of the 1st May, 1885. Ell was at that time a bankrupt. Harper subsequently obtained an order to set off against this amount the balance due from Ell in the other action. Before, however, this was done, Mr. Austin had obtained orders for payment of his costs out of the £2,404. The order to set off judgment in one action against the other was not made until the 8th March, 1886; and on the 30th April, 1886, Mr. Martin obtained an order for the amount remaining, £2,034 4s. 2d., to be paid out of Court to Mr. Harper or his solicitor. The same amount, with interest, was again paid into Court the 2nd July, 1886, under writ of sale taken out by Ell. It