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 *primâ 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 Waldock 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,

"'L. Harper, Esq., Christchurch.'" "'BROOK AND CO.

"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-