

262. Mr. Weston made that amount up to £5,138. A supposed agreement was entered into between yourself and Mr. Nathan; was that so?—Yes, that is so.

263. Did you ever make that incomplete agreement?—Yes, I signed it. There was to be a specified time within which I was to pay that rate of renewal. They refused to specify that time, and I had no further transactions with Nathan from that day.

264. Did you ever renew any of these items shown there?—No; I gave Nathan an accommodation bill because he asked for it, and I wanted a little further assistance.

265. You say that supposed agreement was no agreement?—I say so.

266. And there was no claim whatever for that sum?—No, not in any way.

267. Did you make any request to the Official Assignee in regard to that claim?—[Proof of debt of Mr. T. S. Weston put in and marked "Exhibit 44."] I never received one shilling from Nathan after that date. Those bills were never in existence, neither was any renewal ever given.

268. In your sworn statement to the Official Assignee did you give him an account of the amount you owed Nathan?—Yes, I did.

269. Had you seen Weston's proof of debt at the time you made your sworn statement?—I had not.

270. Did you know the extent of the proof of debt afterwards?—Yes, some short time afterwards.

271. Did you make any request to the Official Assignee in regard to it?—Yes.

272. What did you ask him to do?—I stated what I had sworn to him on oath.

273. Did you point out the preposterous nature of Mr. Nathan's claim?—I told him if he would send for my business books, which were in the hands of Mr. Weston as collateral security, that I believed he would find little or nothing due to Mr. Weston at all.

274. Did you ask him to take any steps in regard to proof of debt?—I cannot say that I did. That there was little or nothing due to Mr. Weston or Mr. Nathan at all if the accounts had been properly adjusted, because I did not know how much had been collected on my account that was handed to Mr. Nathan as collateral security, giving him authority to collect these moneys, and account that way on the books, and allow 15 per cent. for the collection of these accounts. I have never seen those books from that day to this. I do not know even now the amount that has been collected.

275. Did you ever ask the Official Assignee to have that proof of debt of Mr. Weston's disputed?—Yes; in writing I did not, but on several occasions I asked him to get the books from Mr. Weston to see exactly what I owed Weston and get the £5,138 struck off. I did not know the formal way of applying for these things.

276. Was any one acting for you at this time?—Mr. Jellicoe was supposed to be acting for me in Wellington.

277. What reply did the Official Assignee give you?—He said he would attend to it.

278. When you found it was not being attended to, did you apply again?—Yes, on several occasions.

279. Did the Official Assignee take any steps?—No. As I have already stated I could not get to the Court of Appeal in November in 1886, because of the want of means to find security; but I did appeal in May, 1887, as shown by the Court of Appeal documents of May, 1887. Unfortunately in May, 1887, I was before the Court of Appeal under the wrong rules—under the Supreme Court rules, not knowing, instead of the Bankruptcy rules. Their Honours could not go into the whole matter; but Mr. Stafford, of Wellington, appeared for Mr. Weston, Mr. Levi appeared for myself, and the only business that was done in the Court of Appeal in the matter was that either the Chief Justice or Mr. Justice Williams, I am not quite sure which one of them, asked Mr. Stafford if he claimed this sum of £5,138. The answer Mr. Stafford made was this, "No, your Honour; and how it is made up I do not know. All we claim is judgment of about £200, or what could be proved under the Act." That was about all the business that was done before the Court that day, because I was before the Court under the wrong rules. That information I gave to Mr. Latter when I came back from Wellington. [Court of Appeal papers put in and marked as "Exhibit 45."]

280. What reply did the Official Assignee make?—He said it was no business of mine; he would attend to it.

281. Did he attend to it?—No. He attended to nothing.

282. Is that proof of debt still standing in the bankruptcy?—Yes.

282. When did the Official Assignee get his release from the bankruptcy?—In March, 1889, the Official Assignee received his release from the estate. [Order of release of Official Assignee in bankruptcy put in and marked as "Exhibit 46."]

MONDAY, 22ND MAY, 1893.

GEORGE WALDOCK ELL further examined.

284. *Mr. Lusk.* Up to the time of the Official Assignee's release from bankruptcy, had anything at all been done to collect assets in your estate?—Nothing at all, with the exception of his collecting £35 odd which had been in the Court from January, 1886, the balance of £100 that I had paid in as security for costs of change of venue in action No. 683, which was paid in on the 8th January, 1886. There was the balance of that £100, but I was not aware of it lying in the Court on the 6th August, 1886, the day on which I was adjudicated a bankrupt on the petition of Mr. T. S. Weston; that £35 odd, as I see by Mr. Latter's accounting to the Government Auditor, was disposed of in the manner as shown in Official Assignee's book in Bankruptcy No. 555, marked as "Exhibit 45A."

285. There was a proof of debt put in by Mr. Haskins in that estate?—Yes.