

319. Did you protest against these proofs being allowed?—I protested thoroughly against Weston's, because I have stated that when the accounts are adjusted under clause 112 of the Act I verily believe it would be shown that Nathan's estate was in my debt and not mine in theirs.

320. Did you object to the Official Assignee about these?—No; I made a private arrangement with Messrs. Holmes and Loughrey in reference to their claim. Leonard Harper's £12 12s., less £9 3s: I have a claim against Delamain which would be a set-off against that claim of Harper and Co.'s, which I mentioned to the Official Assignee, which would bring my indebtedness, I think, fairly to about £1,000 on that account, perhaps less. Hamner and Harper, £172: I have a set-off against that of about £200. I mentioned that also to the Official Assignee. Haskins's item had been paid. I mentioned that to the Official Assignee, but I returned Haskins for a creditor to the extent of £8 or £9, because a judgment had been obtained against me in the Resident Magistrate's Court for that £8 13s. 4d., and costs of judgment, making £10 9s. 4d.; although that judgment stood against me there was the arrangement in the Resident Magistrate's Court that I could apply for a rehearing, because a witness I wished to call was too ill to appear, and that is why that same small judgment stands against me, and still stands in that position to-day. I mentioned that to the Official Assignee.

321. Did the Official Assignee know your position with Harper and Co.?—Yes, he did.

322. When you first made your declaration of assets and liabilities did you return your actions against the Harpers as assets?—No.

323. Why?—Because at that time they were conveyed by me to my son on the 10th June, 1886.

324. On what date was that assignment set aside?—Yes; it was set aside. His Honour did not give judgment in the matter until July, 1887. The assignment was prepared by Mr. Jellicoe, of Wellington.

325. Was this assignment set aside in July?—Yes; the Official Assignee took steps to set it aside. These assets contained in the deed became vested in the Official Assignee. [Assignment put in and marked as "Exhibit 50."]

326. What assets were assigned by that deed?—Judgment in action No. 30, amounting to £2,120 16s. 10d.; also the assets I claimed under the other action, No. 353. By that deed I assigned all claim I had against Harper and Hamner to my son, H. G. Ell.

327. In July, 1887, did they become vested in the Official Assignee?—I believe that to be the correct date.

328. From that time until the time of the Official Assignee's getting his release from the bankruptcy, do you know of any attempt being made by the Official Assignee to get any of these items?—No, not in any way.

329. Did you make application to him to do so?—Yes, once or twice. I found it was of no use going to Mr. Latter at all; not one bit.

TUESDAY, 23RD MAY, 1893.

GEORGE WALDOCK ELL further examined.

330. *Mr. Lusk.*] In reference to Haskins' proof, you said you allowed an amount of about £10 to stand on a judgment; do you dispute the correctness of that claim?—Certainly I do.

331. Was it a claim for rent under a lease?—I was sued in March, 1886, by Haskins for a sum of something over £70, including rent up to a certain date. I at once went to the Court, consented to the judgment for the rent, which I never disputed, but I defended any other items charged; the Resident Magistrate's Court upheld my contention; judgment was given for £28 odd, which was paid. That finished my transactions with Haskins.

332. Did you leave the place at that time?—I left the place at Haskins' notice and gave him up the key of the house.

333. Did he afterwards sue you for another quarter's rent, some £8 13s.?—That was the reason why I returned Haskins as a creditor to that amount, so that it might be settled under this bankruptcy. The rehearing was never carried out. I explained that to the Official Assignee. On the 9th June a deed was signed between myself and Austin, because Austin and Haskins had taken steps against me combined. The deed was handed to the Registrar by Mr. John Holmes in March, 1887. That deed contained a release from both Austin and Haskins (I qualify that statement by saying that the release from Haskins was attached to the documents, and contained on a sheet of paper) on the 9th June, 1886; that deed I have never been able to obtain from the Registrar.

334. Was there any time limited for the rehearing of the case?—The only witness I could get that Haskins took delivery of the place from me was at that time dangerously ill, and I could not obtain his appearance, therefore I had not actually applied for the rehearing. That is one reason why I returned Haskins as a creditor. The release of Austin and Haskins was signed on the 9th or 10th June, 1886. This deed was handed to Mr. Bloxam by Mr. John Holmes in March, 1887—I think it was the 2nd or 3rd March. [Original consent of dismissal of petition by Haskins and Austin put in and marked "Exhibit 51."] Charge No. 21 in letter of charges was agreed to be altered. Charge now reads as follows: "Mr. Bloxam's statement of defence, in action No. 1397, is untrue and misleading in reference to paragraphs 33 and 35 of the statement of claim." Affidavit produced and put in as "Exhibit 52," is the affidavit I refer to in the charge against Mr. Latter, No. 12. [Affidavit read.]

335. Is clause No. 6 in the affidavit correct or otherwise?—It is not a fact.

336. Clause 14—what about that clause? With regard to paragraph about not giving information, is that true or untrue?—That is not true.

337. By filing this affidavit you say Mr. Latter used his position to prevent you getting justice?—Yes, I do say so. I may say, gentlemen, that the deed between myself and my son, dated on