

211. If you did move, was anything done on the motion?—Nothing was done on the motion because, as I say, I was prevented for the reason I have stated. [Summons of 25th June put in and marked as “Exhibit 63.”]

212. Is summons, “Exhibit 63,” your summons?—Yes, that is so.

213. What became of that, do you know?—Yes, I do. It was withdrawn on the 4th or 5th August, I will be not quite certain which; and it was withdrawn because there was a distinct promise made to Mr. Hamersley, who was then acting for me, that there would be no further opposition to the varying of the certificates. The motion had been before the Court since the 24th March, 1885.

214. Who was this promise made by?—It was made distinctly by Mr. George Harper and Mr. Martin.

215. In charge No. 1, what costs do you allude to, when he employed solicitor and incurred costs?—Costs between himself (Mr. Latter) and Austin.

216. Supposing he did incur costs, how did that affect your estate?—It would not affect me, as I know of. It is at the present time materially affecting me.

217. In what way?—For the reason that I find that, instead of costs by petitioning creditors being paid to myself, when I wanted it so badly, they were received by Mr H. S. Austin. There had been £16 or £17 paid to Austin by the petitioning creditor's solicitor.

218. How did that affect you, supposing they were paid?—I have been kept out of my own money.

219. I am now alluding to paragraph 4, in the charges against Mr. Latter. What information did you want when you applied to Mr. Latter as referred to in paragraph 4?—I wanted to find my position, as far as I stood with the business being done from the annulment of my bankruptcy, during the time that the matters had apparently been in the hands of Mr. Latter, up to the 5th August, 1885, such as the payment out of Court, and information in reference to the accounts.

220. What accounts do you refer to?—Take Austin's, for instance, as one. In fact, I may say that is about the only account that I had an interest in. I wanted to see fully what had been done with Austin's account.

221. You referred before to the collecting of accounts. What do you refer to?—I am referring particularly to Austin's account. I had applied on several occasions for information in reference to the past bankruptcy, annulled on the 3rd June, 1885, and Mr. Latter point blank refused to give me the information.

222. Are you speaking now of after the second bankruptcy?—I am speaking now of some instances after the second bankruptcy, and some before the second bankruptcy.

223. You said you wanted to get information about the payment out of Court from the Official Assignee. What did you expect to find in the Official Assignee's office of payments out of Court?—I expected to find a list of moneys paid through or by the Official Assignee to my late solicitor, Mr. Austin, because I had been summoned by H. S. Austin in the latter part of February or March, 1886, and I felt perfectly certain that H. S. Austin had been paid all that was owing to him by or through the Official Assignee.

224. Were you right in your assumption?—Yes, so far as I see by his declaration. I found, when I did get access to his books, that Mr. Austin got paid about £10 more than he claimed by his declaration of the 7th April, 1885.

225. Can you find anything in the Official Assignee's records to show that the Official Assignee ever paid Mr. Austin a single penny?—There is nothing in the records.

226. How do you know the Official Assignee did pay Mr. Austin anything?—I was in the Court in June when Mr. Austin obtained an order against the Official Assignee, on the 26th June, 1885, under order of the 1st May, 1885, for £175 against the Official Assignee, in *Austin v. the Official Assignee*.

227. I want to know what moneys were paid to Mr. Austin by the Official Assignee?—What I believed to be right was that the £175 had been paid by or through the Official Assignee to Henry Selwyn Austin; that is as I understood it. I now find that it was paid out of the moneys in Court.

228. As a matter of fact, no estate of yours came into the Official Assignee's hands on the first bankruptcy?—No, not that I am aware of. I knew these two sums of £175 and £195 had been received by Austin.

229. Did you ever file a statement of liabilities and assets in your first bankruptcy, No. 263?—No, I did not.

230. In paragraph No. 4 of charges: In the light of after events, was there any useful information that you could have got from the Official Assignee in the first bankruptcy?—Yes; when I got access to book No. 263 I found H. S. Austin had put in a proof of debt for £412 12s. 7d., giving me credits, reducing it to a balance due to H. S. Austin by me for £361 0s. 9d. I, knowing he had received £175 and £195, saw at once he had received more money than was due to him in the account attached to the declaration; and I saw that in March, 1886, he had sued me for the same moneys—a portion of the same amounts as shown in his declaration of the 7th April, 1885. I knew he could have no other accounts against me, because I never dealt with Austin from the 4th February, 1885.

231. I fail to see how you are affected in any way, seeing that the proof of debt lapsed by the annulment of your first bankruptcy?—I can only say that Austin received more than enough to cover his declaration, and then sued me nearly one year afterwards for some of the same amounts shown in that declaration of 1885.

232. Was Mr. Austin paid on the proof of debt?—I only know of one proof of debt.

233. Was the amount of this proof of debt ever paid to Mr. Austin by the Official Assignee?—I thought the pencil memorandum on Austin's proof of debt showed that it was a proof of