

23. What did you refuse then?—I refused access to the whole papers on the ground that he had seen and copied them so many times, and his constant attendance became a stoppage to the business of the office. I would remind the Commissioners in his evidence he has stated that he was in the office on the 30th November, 1886, and the 1st December, and it was not unusual for him to be in the office day after day. My refusal only extended to papers in the first bankruptcy, which had been annulled.

24. Did you ever withhold any information with regard to the second bankruptcy?—No.

25. I believe the second bankruptcy took place on the 6th August, 1886?—That is so.

26. Was there any money in Court at that time to Mr. Ell's credit?—No.

27. Did Mr. Ell file a statement of his assets and liabilities within the time prescribed by the Act?—No, not within the time. The first meeting of creditors was held on the 13th August, 1886, but had to be adjourned because the statement had not been filed.

28. Please give us the history, shortly, of this bankruptcy?—I found that the funds which had been paid into Court had been withdrawn, by order of Mr. Justice Johnston, on the 12th July, 1886. Later on, I think the 2nd November, 1886, I received the sum of £35 5s. 8d. by order of the Judge. It was lying in the Supreme Court, and those were the only funds that I received during the bankruptcy.

29. You might please tell us the proceedings?—The statement of assets and liabilities was filed on the 15th September.

30. Did you find it necessary to take any steps to compel Mr. Ell to file this?—Yes; on the 17th August, 1886, I had to apply to the Court to compel Mr. Ell to file a statement of the assets and liabilities. The order was that he must file a statement within three days, or punishment would ensue. On the 14th September, 1886, a further bankruptcy sitting was held. Mr. Ell was called, as he had not complied with the order. His Honour ruled that Mr. Ell was in contempt, and that he must appear in order to purge himself of that contempt. The statement was filed the following day. On the 17th September, I examined Mr. Ell, as it appears in the minute-book, "Exhibit 45A." Mr. Ell then informed me that he had assigned to his son, Henry George Ell, all benefits to arise from any actions then carried on by him at the Supreme Court.

31. I believe the creditors requested you to take the necessary steps to upset that assignment?—I called meetings of the creditors on the 20th and 22nd September to consider the matter; but, as a sufficient number did not attend on either occasion, no resolution could be passed. I again called a meeting for the 1st December, 1886, when three attended, and a resolution was passed authorising the Assignee to take steps to upset the assignment of Mr. Ell to his son.

32. Ultimately the assignment was set aside. Was that so?—Ultimately the assignment was set aside; but not until 26th July, 1887. Then the deed of assignment could not be obtained for some months, as it was said to be held under lien. On the 4th November, 1887, a meeting of creditors was held, at which I reported that the deed of assignment had not then been surrendered. A resolution was passed that the Assignee be asked to enforce surrender, and an indemnity was given for costs. On the 9th March, 1888, a special meeting was held, at which I reported that the deed had been received by the solicitor. A resolution was passed that the Official Assignee should ascertain whether Messrs. Harper and Co. would purchase the alleged causes of action. On the 15th March another meeting was held, and a resolution was passed that the Assignee allow matters to remain in abeyance, as the Messrs. Harper and Co. declined to entertain the offer.

33. Mr. T. S. Weston, Mr. Nathan's executor, claimed to be a very large creditor?—Yes, he did, for £5,138.

34. As far as you could ascertain, was he anxious to get any money out of Ell's estate, if there was any there?—Yes. Mr. Weston always took an active part in the proceedings.

35. Do you know whether he had previously obtained a charging-order for the purpose of charging this money that was in Court?—I understood he had.

36. Did Mr. Nathan prove in the first bankruptcy?—Mr. Nathan proved for £676 11s. 9d.

37. I believe you examined Mr. Nathan as to the nature of his claim?—I did.

38. How was this claim of Mr. Nathan's in the first bankruptcy made up? [The question here arose as to whether Mr. Nathan should refer to a statement that was verbally made in reference to Mr. Nathan's proof of debt.]—Mr. Nathan stated that he had known Mr. Ell for a number of years (this was in the end of May, 1885), and that he did not wish to lend him any money, as he knew there was very little prospect of his being repaid. (I would inform the Commissioners that I am stating this as nearly as possible); and Nathan said to Ell, if he lent him the money it will be with the chance of receiving a large sum in return. This conversation with Nathan took place at the end of May.

39. What did Nathan say?—I do not think anything more than that passed, except that he referred to the agreement, in showing the terms on which money was lent.

40. I believe the proof in the second bankruptcy was made up in the same way as in the first?—Yes.

41. I suppose Mr. Ell in no way took any steps to have this proof set aside?—No, not in any way. I should have afforded him every facility to bring it before the notice of the Judge.

42. Did Mr. Nathan say anything about Mr. Ell's books?—Mr. Nathan never mentioned them.

43. Did you ever apply to Mr. Weston for them?—Yes; Mr. Weston produced an agreement showing that they had been assigned to Mr. Nathan.

44. What books were they?—He stated that they were the book-debts of the butcher's business, and of only nominal value; and the total amount collected was a little over £24, for which credit is given in the proof.

45. In reference to charge No. 6?—Technically that is not correct. I altered the proof of debt. I refused to accept it for the £100 claimed for damages.