

115. I suppose Harper and Co. have never offered to indemnify you for any costs in the proceedings against them?—No.

116. You remember when this assignment was obtained by Mr. Stringer from Mr. Jellicoe?—Yes.

117. Were the same creditors present on that occasion—Messrs. Haskins, Weston, and Beswick?—Yes.

118. On the same day it was proposed by Mr. Weston, and seconded by Mr. Haskins, that the Assignee should offer these claims to Messrs. Harper and Co.?—Yes, I recollect that.

119. Messrs. Harper and Co. would not have them?—They declined to have them.

120. Then six days later they decided nothing more should be done in the matter?—That was so.

121. You state that Mr. Ell never made any point of getting his books from Mr. Weston?—That is so.

122. In his statement to you he told you where the books were?—Yes; but that the book-debts were two years old at that time. He did not say there was any value in them.

123. Did Mr. Ell state that Mr. Nathan was collecting these accounts, but to what extent he had collected them he did not know?—I ascertained from Mr. Weston the extent to which the book-debts had been collected.

124. Do you remember Mr. Ell supplying you with a printed document showing all his transactions with Mr. Weston?—I do not.

125. Do you say Mr. Ell never requested you to get the books from Mr. Weston?—I do.

126. Although he had previously stated that he was not aware how his accounts with Mr. Nathan stood?—Yes, that is so.

127. Did you ever tell Mr. Ell the result of your interview with Mr. Nathan?—I told Mr. Ell that Mr. Nathan relied on the agreement.

128. You say you did not tell Mr. Ell the state of accounts between himself and Mr. Nathan?—I do not think the matter ever cropped up.

129. Do you remember Mr. Austin's proof of debt in the first bankruptcy?—Yes.

130. Do you remember the payments out of Court to Mr. Austin?—I know there were payments out of Court, but they were not referred to me.

131. Do you remember making a memorandum of the payment out of Court on his declaration?—I think not. I think you will find I took them from the face of his proof of debt.

132. Are the figures of the pencil memorandum on Austin's proof—"Exhibit 41"—yours?—Those are my figures.

133. This memorandum is, "Received from the Supreme Court, 27th June, 1885, £175; 4th August, 1885, £195 2s. 7d." Was that memorandum made after the moneys were received from the Supreme Court?—I must have done so.

134. Can you give me any idea at all when you could have done that?—I cannot say when I did it.

135. Speaking of Mr. Weston again, you stated that he always took an active part in the proceedings, and that he was anxious to get money out of the estate?—Yes, that is right.

136. After the setting aside of the assignment to Mr. Ell's son, did he show any desire to get any money out of the estate then?—I think Mr. Weston gradually cooled down; he seemed to give up any idea of getting any assets.

137. He never suggested that you should use that £20 to go on with the account taking?—Certainly not.

138. I suppose he wanted that cash for himself?—Yes, he wanted that cash in part payment for his costs.

139. You have related to us a conversation that took place with Mr. Nathan. I suppose he discussed that agreement with you?—He did.

140. Were you satisfied with the agreement?—I knew always that any decision I came to was subject to appeal, and I considered that the weight of evidence required me to accept the proof in the first instance.

141. You expressed no opinion to Mr. Nathan as to the value of the document, did you?—I do not think I did.

142. You state Mr. Ell took no steps to have the proof set aside?—I do.

143. You took no steps either?—I did not. I expected him to take the initiative.

144. Did Mr. Ell never ask you to take steps to do so?—No.

145. You say if Mr. Ell had taken steps against the proof of Mr. Weston, you would have afforded him every facility to do so. Did you tell him so?—No, I do not think I told him so.

146. You never saw those books that Mr. Weston held?—No, I did not. I asked Mr. Weston for them, but he declined to send them to me.

147. You never took any evidence of Mr. Weston's as regards the amount collected?—Yes, I did, as to the amount of money he had received. It was not usual to put witnesses on oath as to their proofs. Mr. Weston was already upon oath upon his proof.

148. Subsequent to the question of proof, when the realising of assets came before you, if there were any, did you then either apply for the books or put Mr. Weston on oath as regards them?—Not on oath. Mr. Weston stated to me that about £24 had been collected, and that was all that could be got in.

149. You did not call upon him to produce the books after that? You simply took his word for it?—I did not make a second application for the books.

150. Do you remember Mr. Ell informing you that Mr. Stafford had stated that they did not uphold his claim of £5,000?—No, I do not. I have no recollection of it. If Mr. Ell had given me anything in writing by which I could prosecute his claims at any time, I should have been glad to do so.