

203. Can you tell me this: Whether on your second action that you have spoken of, that agreement was produced in Court?—It never went to trial; I do not think that it went by default either.

204. You have spoken about Mr. Ell coming to your office, and your making an offer to act for him. What did you nominate as your week's remuneration?—We did not get as far as that.

205. At that time you knew of Mr. Ell's dealings with Mr. Nathan, and the nature of them?—Certainly I did.

206. And you knew Mr. Ell's position regarding monetary matters?—I cannot say that I knew; all that I knew was that there was an unsatisfied claim towards Nathan. I did not suppose he had much.

207. There was not much chance of his fulfilling the conditions precedent to your acting for him?—He was carrying on expensive proceedings against Harpers at the time. I supposed if it suited his purpose he would be able to find a fee.

208. Can you remember a single thing that was done in that examination?—No, I cannot remember anything.

209. You say you consider Mr. Latter did his duty thoroughly; you are speaking of matters that come under your cognisance?—Yes; he consulted me personally.

210. Do you remember proceedings being taken to set aside an assignment to Mr. Ell's son?—Yes; Mr. Stringer acted for the Assignee.

211. Did you consider that agreement between Nathan and Ell a good agreement?—I decline to say whether the so-called agreement was bad or not.

212. At the time that Mr. Ell was taking steps to set aside your judgment, was Mr. Nathan then dead?—So far as I can recollect he was still alive. I think Mr. Justice Johnston gave judgment on the charging-order motion just after Mr. Nathan died, so if that was so it must have been in Mr. Nathan's lifetime.

213. You stated that you were very anxious to get money out of the estate?—Certainly so.

214. Then I suppose if Mr. Ell had had a chance of getting moneys from the Harpers you would have been glad to see him get them?—I would have been more than glad.

215. Is that the reason you proved for £5,000 on his bankruptcy?—I have stated I thought it to be my duty; I had no alternative.

216. When the offer was made to the Harpers to buy these claims and they declined, you considered then it was no use going on any further?—I thought so, and still think so; to say anything more than that I could not, because I have not investigated all the accounts.

217. *Mr. Beswick.*] Did you hand over all Mr. Nathan's books and documents to Mr. Cohen?—Yes, I did, and got Mr. Cohen's receipt for same.

TUESDAY, 30TH MAY, 1893.

LEWIS COHEN sworn and examined.

1. *Mr. Beswick.*] What are you?—I am a solicitor, practising in Christchurch.

2. You now act for Mr. Nathan's representatives?—I took over the estate in the beginning of 1891.

3. You took over all the books and papers belonging to the estate?—All that Mr. Weston had.

4. Amongst them were there some books that belonged to Mr. Ell?—There were a great number of books that were not material to the estate in my hands.

5. What became of these books?—The books were in my clerk's office, and were burned in October last by a fire which occurred on the premises; everything was burnt.

6. Those were all the books that came over from Mr. Weston?—Yes. Mr. Weston had a schedule of them.

7. You cannot say whether Mr. Ell's book-debts were considered to be of any value?—I only know that young Mr. Nathan, who was over from Sydney, went through the books and papers for the purpose of selecting the valuable papers to have them put in my safe; he left what he regarded as lumber in my back room.

8. *Mr. Lusk.*] Did you ever see an agreement between Mr. Ell and Mr. Nathan?—No, not amongst those papers.

9. I suppose you know nothing of the condition under which Mr. Nathan held Mr. Ell's books?—No.

10. Do you know, from books and documents in your possession in that estate, whether Mr. Weston took steps at all to obtain money in Mr. Ell's estate against the Harpers?—I have no knowledge of that matter.

11. Did you see any bill of costs of Mr. Weston's?—I have no knowledge of such a bill of costs.

12. Do you know about Mr. Weston's bill of costs?—I had occasion to go through a bill of costs of Mr. Weston's, and it had reference to Mr. Ell's matter as against Nathan's estate. I do not know the amount.

13. That is all you can say about Mr. Weston's charges?—That is all I can say.

FRANCIS THOMAS HASKINS sworn and examined.

14. *Mr. Beswick.*] Are you Town Clerk in Christchurch?—I am.

15. You know Mr. G. W. Ell?—I do.

16. Some considerable time ago you let him and his son a property?—Yes, I let him and his son a property.

17. That was prior to his bankruptcy in 1886?—Yes.

18. Some time previously to the bankruptcy in 1886 you had sued Mr. Ell in the Resident Magistrate's Court?—Yes.