

65. During the latter part of the lifetime of Mr. H. E. Nathan, Mr. Weston was his solicitor?—Yes. He was his family solicitor, that is, generally speaking.

66. Prior to Mr. Nathan's death, had you anything to do for Mr. Nathan with regard to Mr. Ell?—Yes.

67. Please tell us about what you did?—There were two writs issued within my knowledge. One a bill writ, and one a seven days' writ.

68. On the judgment obtained on one of these writs you eventually made Mr. Ell a bankrupt?—That is so. Mr. Weston was Mr. Nathan's sole executor.

69. Did you ever see Mr. Ell's books in Mr. Nathan's possession during his lifetime?—No.

70. Do you know whether he had any of Mr. Ell's books?—Mr. Nathan died very suddenly on a Saturday. Mr. Weston and I were sent for. It was after office-hours, but Mr. Weston put me in possession of Mr. Nathan's room, to sort all the papers and things.

71. Then you came across these books?—I came across a few books showing the business which apparently had been conducted by Mr. Ell. The remains of a butchery business, I believe.

72. I believe Mr. Nathan had a son with him, had he not?—He had, but not in his employ. He assisted Mr. Nathan in his business as a money-lender. I saw his writing in many places in the books.

73. He was one of the legatees under Mr. Nathan's will?—That is so.

74. I suppose he gave you information in respect to Nathan's estate?—He did.

75. Did he ever give you any instructions as to the collection of Mr. Ell's book-debts?—Mr. Nathan's business latterly was more or less of money-lending on bills. In connection with that business he had his office open evenings of certain days, for collection of moneys. His son Joseph helped him. His writing was in the books. I appealed to him in going into every single account shown in these books. When Ell's account was reached, at the first blush he laughed at it, and said we had better not waste any time. In the meantime, I said we had better go on with the work. We left it to the last. During the time he made remarks to the effect that his father seemed to have looked on the remainder of the book-debts as of no practical value, or I might be sure he would have done a deal to get the money in.

76. Mr. Weston never got any of these book-debts in at all?—No, we never collected any accounts.

77. Credit had been given for some sums collected?—Joseph, the son, told me, and I discovered from subsequent memoranda and papers that the deceased Nathan must have collected some, and the method of dealing with the money would be by placing them to the credit of I.O.U.s and promissory notes held by Nathan, periodical rests being taken.

78. In making up the proof of debt, credit was given for any sums received?—I cannot say that to my knowledge.

79. These books were all handed over to Mr. Joseph Nathan?—I removed them to Mr. Weston's office. All the books and papers I could find relating to anything affecting Ell were placed together, and with Ell's books, on the topmost shelf in Mr. Weston's office. I could positively swear they remained there until the handing over of the estate to Mr. Nathan.

80. Were these same books handed over to Mr. Nathan?—They were handed over to Mr. Nathan.

81. *Mr. Lusk.*] I suppose you do not know the extent of moneys collected by Mr. Nathan?—I do not.

82. I suppose you cannot say whether a man named Scarlett paid £24 to Mr. Nathan?—I cannot say.

83. Did De Blois pay £13?—I do not know.

84. Greenlaw, £26; Austin, £14 and £10?—I do not know.

85. You say these moneys were placed against I.O.U.s and promissory notes?—I said Mr. Joseph Nathan gave me to understand any amounts collected were given credit for in Mr. Ell's account.

HENRY SLATER sworn and examined.

86. *Mr. Beswick.*] Your name is Henry Slater, and you are a solicitor practising in Christchurch?—Yes, and carry on business under the style of "Slater and Son."

87. Do you remember Mr. Ell's bankruptcy in 1878 or 1879?—Yes.

88. Your firm was a creditor in that estate?—I think so.

89. Did you ever get paid?—No, I did not get paid.

90. I believe subsequently to this you acted for Mr. Ell?—No; I had acted for him before. Mr. Ell came to me in 1878, I think.

91. Did he mention his claim against Harper and Co.?—Yes.

92. Did he give any indication to you as to its value?—Yes, he did.

93. What indication did he give you of the value?—Mr. Ell's opinion at that time, in 1878, was that there was not £50 difference between himself and Mr. Leonard Harper; and I, with Mr. Ell's knowledge, wished to settle it for £50. Mr. Parkerson, Mr. Harper's clerk, would not agree to it.

94. What was the reason for Mr. Ell leaving you or your leaving him?—I left Mr. Ell. I declined to go on with the case, because I thought there was nothing in it.

95. Was the reason you left Mr. Ell because Mr. Harper was a school-fellow of yours?—No; because I never was a school-fellow with Mr. Harper.

96. *Mr. Lusk.*] Did you know whether any accounts had been rendered by Harpers to Ell in 1878?—Yes, there were some accounts; they were not full, they were meagre accounts.