

29. You then prepared your certificate?—Mr. Hargreaves then wrote out the accounts, and I wrote out the certificates.

30. With regard to charge No. 5, is it true that you promised Ell the certificates by the 23rd December on the payment of £11 5s.?—It is not true that I promised. As a rule I never make any promises as to when any document shall be ready; and it is utterly impossible that I should have promised them then. They were adjourned *sine die* on the 1st December. On the 8th December I went to Timaru sittings, and remained there until the 22nd December, 1884, so that from the 8th to the 22nd Mr. Ell could not have seen me. From the 24th December to the 3rd January were the Christmas holidays. The criminal sittings here commenced on the 5th January, and lasted until the 8th January. There were civil cases on January 12th, 13th, 14th, 15th, 16th, 19th, 22nd, 23rd, 24th, and 26th, and the 29th was a holiday.

31. When were the certificates ultimately ready?—The certificates were ultimately ready on the 20th February. On that date I wrote to Mr. Austin and Mr. Martin, stating that the certificates were ready to be issued as soon as the Accountant had signed the same, the fees due to him amounting to £88 4s.; will you please arrange to pay the same into Court. On the 11th March those fees were paid in by Mr. Ell, and the certificates were at once signed by Mr. Hargreaves on the same day. On the same day I wrote to Mr. Hoban, agent for M. J. Lynch, Esq., solicitor, Timaru: "Mr. Hoban, the certificates of the result of accounts taken by the Registrar and Accountant in the above case are ready for issue. The solicitor on the record, Mr. Austin, has requested me to hand them over to him, which I intend to do to-morrow at 11 a.m. As an order was obtained by Mr. Lynch for the change of solicitors in both cases, I forward the above information to you in order to give Mr. Lynch an opportunity to take out the order should he wish to do so."

32. Previously to this you had received a notice from Mr. Ell, which has been put in and marked as "Exhibit 61"?—Yes.

33. What is that document?—A notice that he makes application to remove Mr. Austin off the record in the case filed in the Supreme Court wherein he is plaintiff or defendant.

34. He subsequently set down a formal notice in the Court to have Mr. Austin removed from the record?—Yes, on the 21st March. Previously, on the 24th February, an order had been made by consent, appointing Mr. Lynch solicitor for the plaintiff, instead of Austin, upon payment to him of what may be found due to him from the plaintiff.

35. Do you know whether Mr. Lynch ever took out that order?—I see no trace of any order having been taken out. No order was taken out at all events, prior to my letter to Mr. Hoban. [Summons put in to change solicitor—Austin to Lynch—marked "Exhibit 79," indorsed by Judge "Order by consent."]

36. Would it have been right for you to have handed the certificates to Mr. Ell while there was a solicitor on the record?—In my opinion it would not, and I felt that I was confirmed in my opinion by the fact that on March 16th the very question came up before His Honour Mr. Justice Johnston on an application by the plaintiff in person, in action No. 683. A note in action-book No. 1, folio 138, "The plaintiff appeared in person and Mr. J. C. Martin for the defendants. Question as to whether plaintiff could appear in person waived by defendant, and by Mr. Austin, solicitor on record for the plaintiff."

37. Referring to charge No. 6, is it true that you, time after time, promised Mr. Ell certificates?—No; he would be told in the ordinary course, if he asked about them, whatever was being done.

38. Mr. Hoban never took any steps to prevent the certificates being handed to Mr Austin?—No.

39. Was a notice of motion set down by Mr. Ell on the 25th March; if so, what for?—It is indorsed to vary an order to set aside certificate in action No. 353.

40. What became of it?—It was struck out on the 27th March, "No appearance." [Motion-paper to set aside certificate in action No. 353 put in and marked as "Exhibit 80;" also affidavit in support of same motion put in and marked "Exhibit 81."] The result of motion appears in minute-book as follows, in action No. 353: "(Plaintiff in person), Mr Lynch appeared for plaintiff; Mr Austin objected to his appearance." Our note is "No appearance of plaintiff; struck out." The same notes appear *verbatim* in connection with action No. 30.

41. Is it correct, as stated in paragraph 9 of Mr. Ell's letter? Did defendant pay into Court, to the credit of cause, £2,404 6s. 9d.?—Yes, that is so; it was paid in on the 10th June, 1885.

42. Is it correct that in August and September, 1885, you did sign and issue incorrect orders?—Not so far as I am aware of.

43. Mr. Ell appealed to the Court of Appeal at its first sitting after the month of September, 1885?—That is so.

44. The orders that he went to the Court of Appeal on are what he terms the correct orders, are they not?—That is so. They were sealed, and he took them out on October 19th, 1885. On the 5th November he set down a notice of motion in the Court of Appeal, and filed an affidavit in support, in which he drew attention to the alleged incorrect order. [Affidavit put in and marked as "Exhibit 82."]

45. Was Mr. Ell's appeal on that occasion dismissed?—It came on on the 12th November, 1885, and the motion was dismissed with £5 5s. costs, and costs out of pocket. Mr. Jellicoe appeared for the plaintiff. I produce copy of the Chief Justice's notes in the appeal matter on the 12th November, 1885. [Copy put in and marked as "Exhibit 83."]

46. Is it correct that in May, 1886, you sent a telegram to the Court of Appeal in Wellington, which was untrue?—No, it is not correct.

47. After the decision of the Court of Appeal, in June, 1886, did Mr Ell ever take out any appointments to proceed with the accounts?—No, he did not take out any appointment. On June