

105. When Mr. Hargreaves said the same, at the same time you did, and made no reference to this objection to the order, you still say that he meant it?—I do not know what Mr. Hargreaves said.

106. He says, "To the best of my recollection a settlement had been made, but that that settlement was incorrect."—That referred to the stock account.

107. Now, Mr. Bloxam, you quoted what Mr. Austin said on the 16th October of taking of accounts. "Austin asked that we should accept £147 13s. as the commencement of all stock accounts, and we ruled that the accounts should be taken from June, 1870, as mentioned in the decree"—Very likely.

108. Speaking of that £250, as you say, you for a time did not think the £250 receipt on the deed could be got over?—That was my impression. As a matter of law we could not get over that—that it would have to be allowed. I afterwards gave way to Mr Hargreaves. I was satisfied that it had not been paid. Mr. Hargreaves would not give way in the matter at all. I do not remember it, but it was brought to my recollection that the matter was to be referred to the Court.

109. You say when the accounts were sent in on the 5th December they did not help you in any way, so you did not take any notice of them?—We found they did not help us.

110. There is a great similarity between your certificates and the accounts put in by the other side?—I do not know. I have not compared them.

111. Mr. Hargreaves has told us that, after the production of that deed and the evidence then given concerning it, that there was no further evidence given of the payment at any later meeting?—There were no further witnesses called. I went through the deeds.

112. You have denied, Mr. Bloxam, that you ever promised Mr. Ell the certificates?—Yes, I make it a habit of never promising anybody anything.

113. Now, Mr. Ell paid on the 23rd December, 1884, £11 6s.?—Yes.

114. Do you say that when Mr. Ell paid that money, he did not ask for those certificates and did not ask when they would be ready?—He might have asked in the office when they would be ready. He paid that amount in the office.

115. At any rate you say you did not promise the certificates at that time?—It is not likely that I should have promised it to him.

116. Later on, on March 11th, Mr. Ell paid into Court £88 4s.?—Yes.

117. Prior to his paying that money into Court, did you tell him you were going to hand the certificates to Mr. Austin?—I do not know. I know that Mr. Austin claimed them.

118. You cannot say whether you told Mr. Ell you intended to hand those certificates to Mr. Austin when he paid that £88 4s.?—I should not have told him.

119. You would not have told him?—I should think not.

120. You have spoken about sending notice to Mr. Hoban. At that time there was no order taken out to substitute Mr. Lynch?—No.

121. Because the order would only be taken out after Mr. Austin's costs were paid. Then you knew Mr. Austin's costs had not been paid?—I did not know what arrangements had been done outside.

122. You say Mr. Austin applied to you for the certificates?—Mr. Austin applied for the certificates. Mr. Austin stood on his rights all along.

123. Did Mr. Austin not tell you then that he had not been paid his fees?—Very likely he did. I do not remember what he said. I only know he came as solicitor on the record.

124. At that very time Austin was summoning Ell for criminal libel, was he not?—I would know what was going on in the Supreme Court. If it was going on, I should probably have heard of it.

125. You sent no notice to Mr. Ell at all?—I sent no notice to Mr. Ell, but I sent a notice to Mr. Austin as he was the solicitor on the record.

126. You were speaking of a motion that came before the Court on 16th March, which confirmed you in your opinion?—Yes.

127. Was that in another action altogether?—Yes.

128. You also made a point yesterday, Mr. Bloxam, of a motion coming on on the 27th March, to vary or set aside certificates in action No. 353?—That was the occasion on which Lynch, Ell, and Austin all appeared.

129. Mr. Austin stood upon his rights as solicitor on the record?—Yes.

130. As a matter of fact there was an appearance of the plaintiff and also the plaintiff's solicitor?—They appeared there, but there was technically no appearance, and the Court must have held so or the case would have been heard. Mr. Austin objected to Mr. Lynch appearing.

131. Now we come to the orders. You say it is not correct, so far as you are aware, that you ever signed or issued incorrect orders?—No, I am not aware that I ever signed any.

132. You see those two orders, "Exhibits 25 and 26"; are those two orders correct orders?—As far as I know they are.

133. They purport to dismiss the motion to vary the order of the 5th August, do they not?—Yes.

134. They also purport to be made in pursuance of affidavits filed, one by Mr. Ell on the 29th August, and one by Mr. Martin on the 1st September. Now, Mr. Bloxam, did such a matter come before the Court on the 2nd September at all?—On the 2nd September there were several matters before the Court, and I know the matters got into a considerable state of confusion.

135. Will you tell me now whether that matter was before the Court on the 2nd September?—As far as I know it was.

136. It would be your duty to know before you issued an order?—Yes, it would be.

137. Now, Mr. Bloxam, on the 5th August an order was made that the time to hear the motion to vary the certificate was to be enlarged to the 2nd September on payment of the money, or lodg-