

5. That, after Austin's retainer had been recalled by Ell and notice given to him (the Registrar), he gave notice to Austin, and not to Ell, of further hearings of the accounts, and allowed Austin to appear.

MINUTES OF EVIDENCE.

THURSDAY, 15TH SEPTEMBER, 1892.—(Mr. C. H. MILLS, Chairman.)

Mr. BLOXAM, Registrar of the Supreme Court, Christchurch, attended, and was sworn.

Mr. W. L. Rees appeared for the petitioner, and made the following statement: On page 34 of the evidence [Registrar's notes, not printed] the items appear.

Mr. Allen: What evidence?

Mr. Rees: The notes of the Registrar. After these notes had been spoken of, mention of Minchin's land is made (the Registrar, page 49). After Minchin's land had been mentioned, there is an item of £250 to credit as a mortgage on Minchin's land. Mr. Harper's receipt was produced, and all the notes in relation to it.

The Chairman: Clearly showing that this amount had been settled.

Mr. Rees: The conveyance was produced, and formed part of the consideration—in fact, the whole of the documents were produced; then Harper's receipt for £250. Nothing more was said about this £250 after this time. On the 1st December, 1884, the accounts were closed, and the amount of the fees paid. On the 5th February, in the notes, page 34, it says that the equity redemption was worth £1,200, and that this £1,200 included the £250. After the conclusion of the evidence on the 1st December, until the 4th February following, Mr. Ell was waiting for the certificates to issue. On the 4th February he withdrew his retainer from Austin. He gave notice to the Registrar. The Registrar, without giving notice to Ell, saw Mr. Martin about the accounts again, and appointed a time with Mr. Martin to go into them again. Without any notice to Ell, Austin and Martin met the Registrar on the 10th February, for the purpose of going into the accounts. Then Minchin's land got a step further. The note in the Registrar's book is to explain the matter of the £250, and the conveyance. The matter is adjourned to the 13th, no notice being given to Ell. Austin and Martin on the 13th February agreed to certain matters. No evidence was given, but the £250 had not been paid. Without any notice at all, after sworn testimony given, and the receipt produced, the amount is struck off from Ell's credit—it is, in fact, debited to Ell with £350 interest. After he has given evidence, and produced the receipt, a sum of £600 odd is debited to him on one item alone. When finally the accounts were made up the Registrar passed by the whole of Ell's evidence as regards the payment of the money, and accepted the figures and evidence put in by the other side. The figures will show the claims made by Mr. Harper. These documents will be put in for the consideration of the Committee [*vide* Appendix No. 7]. As far as Mr. Bloxam is concerned, these are statements made in Ell's petition, in which he says he has been injured by the officer of the Court—(1) As to the manner of taking the accounts; (2) refusal to go on with them; (3) issuing erroneous orders; (4) undue prosecution in Austin's presence when he reopened the accounts without Ell's consent again after the 1st December; (5) going behind the order of the Court as to the settled accounts.

Mr. Lake: Do you mention the three erroneous orders of 2nd September [*vide* Appendix No. 5]?

Mr. Rees: Ell applied to set aside the certificates granted by the Registrar. That motion was dismissed, and Mr. Martin took out the order which the Registrar issued. Not in that matter on which Ell wished to appeal, but in a matter which had been determined on the 28th of August—an entirely different matter. The orders were issued and dated the 2nd September, as if they had been in pursuance of Ell's matter, but they referred to another matter which was not in Court. Ell appealed. Not having a solicitor when he came to Court, it was found there could be no appeal, as no such business had been transacted on that date, or that that was not the order against which he was appealing. He was therefore driven back from the Court of Appeal. He had to go back to Christchurch to get the proper orders issued, and then bring them before the Court the following year. The order against which he appealed was set aside. Matters were referred back again. I will read Mr. Bloxam's evidence to the Committee:—"Order of Court made 2nd September.—E.F.I.: 'Order for judgment in 353 against Ell on the same day as Ell's application was refused'—that is, 2nd September—'The Judge refused to send the accounts back (2985). Judgment as prayed.'" Ell's motion was dismissed with costs, three guineas. The judgment as prayed was granted—both judgments in fact. It was, in effect, Martin asking for judgment against Ell, Ell's application being refused. Judgment was granted to Mr. Harper on the same day. When the papers came before the Supreme Court, judgment had been issued by Bloxam, dated the 22nd of September [*vide* Appendix No. 7]. That very nearly threw Ell back again into the Court of Appeal. Properly the date should have been the 2nd of September. The document bears on its face, "22nd of September." He ascertained that this error of date was made. The papers were sent for, and then it was seen that the date should have been the 2nd, and not the 22nd of September. The Court of Appeal allowed it to go. They set aside the judgment and the certificate and sent the matter back to the Registrar. Sir James Prendergast was obliged to follow the date, because this was a formal document. The effect of this was to put Ell three weeks wrong. Ell's judgment was for £2,404. That was signed on the 1st May. It was a judgment by consent. Then he got into the Bankruptcy Court, and he did not get out until 3rd June. I see entries in the Registrar's notes—"353: 28th June—Appointment to reopen accounts." "14th July, 1886: Appointment. No appearance."

Mr. Ell: I asked Mr. Bloxam to make a note of that. I was there; but it was entered "No appearance."

Mr. Rees: On the 28th July, 1886, the taking of accounts proceeded, but was adjourned to the