

3. "I have many times applied to Mr. Latter for information, but he has refused same." It was admitted Mr. Ell was refused information on one occasion, but this was in reference to the first bankruptcy and after its annulment.

4. "After I was adjudicated a bankrupt on the 6th August, 1886, by Mr. T. S. Weston, I made many applications to the Official Assignee for information as to matters in the first bankruptcy. This information I could not obtain. He told me as his reason that he had no records of the business; and it was only through the courtesy of Mr. Eyes, his chief clerk, that I eventually got access to the papers. By withholding this information the Official Assignee gave Mr. H. S. Austin the opportunity of extorting from me upwards of £150."

As to the first three paragraphs of this charge, we have already dealt with them in connection with charge 3. As to the last paragraph, the evidence is that any moneys paid to Mr. Austin were paid under orders of Court, and not by the Official Assignee.

5. "The Official Assignee admitted a claim for £5,138 of Mr. T. S. Weston, sole executor of Hyam Nathan, which was bad on the face of it, and not provable in bankruptcy." We are of opinion that the Official Assignee should not have admitted the proof of debt, considering the nature of the claim, and the basis on which it was calculated, but he should have rejected it, and put the creditor on his proof.

6. "He permitted one Haskins to alter his proof of debt nearly four months after adjudication, showing that his claim was £20 odd, instead of £121 1s. 9d. as originally proved for." This is admitted, but it has not been shown that Mr. Ell suffered any damage therefrom.

7. "He allowed Mr. T. S. Weston as trustee in Nathan's estate to withhold my business books, although I have repeatedly applied for them, and have asked to be allowed to inspect them." The evidence goes to show that the books were assigned by Mr. Ell to Mr. Nathan, as collateral security for advances made; but it does not appear that the Official Assignee took any steps to ascertain what value, if any, was in them; and here we think he acted erroneously.

8. "Mr. Latter, on oath on the 21st or 29th March, 1887, denied having received from me a second statement of assets and liabilities in October, 1886. Mr. Fisher, his clerk, was sent to the office at the suggestion of Mr. Holmes to copy the document, and returned, saying that it was not there. The following morning I called and copied the document, which had been there all the time." After the evidence closed, Mr. Ell's solicitor stated that there was evidently some misunderstanding on Mr. Ell's part with regard to the so-called second statement of assets and liabilities; and this charge was withdrawn.

9. "On the same day—21st or 29th March—the Official Assignee stated in Court, in answer to Mr. Holmes, that there was no value in the estate, and that he had formed that estimate from a private conversation he had had with Mr. Leonard Harper. That statement would naturally mislead his Honour Mr. Justice Johnston. In face of this, Mr. Latter was aware of the fact that, under a judgment by consent, £2,404 was paid into Court on the 10th June, 1885, which with costs and accrued interest had by that time amounted to upwards of £2,600. This sum was, irrespective of the amount shown on my statement of assets and liabilities, filed by me on the 15th September, 1886. That judgment was then, and still is, to the credit of the cause." We have no evidence to support the charge, beyond the assertion of Mr. Ell; and the Official Assignee positively denies that he formed his estimate of the estate from a private conversation with Mr. Leonard Harper. Furthermore, no evidence was produced to show that any moneys were at this time standing in Court to the credit of the cause.

10. "That it was mooted in April, 1885, between the defendant's solicitor (Mr. J. C. Martin) and the Official Assignee to sell my actions at law against Harper and others, which would have prevented me from obtaining common justice." No evidence was offered in support of this charge.

11. "That between the 6th August and the 13th November, 1886, the Official Assignee did, in spite of my protests to the contrary, wrongfully accept proofs of debt amounting in the whole to £7,372 5s. 7d., whereas the correct total of indebtedness was £1,401 12s. 1d., against about £3,000 of assets immediately recoverable and £3,800 contingent assets, the former being more than sufficient to satisfy my debts in full." This virtually seems a repetition of charge 5, with which we have already dealt.

12. "Mr. Latter's affidavit forwarded to Mr. Haselden, and the Bankruptcy Act, will prove that Mr. Latter has used his position as Official Assignee to deliberately prevent me from obtaining justice, and I trust you will pardon me for drawing your attention to the following clauses of the Bankruptcy Act which have been violated by the said Official Assignee: Clause 61, subsection (1), (3), and (4); clauses 108, 112, 147, 148 and 165." The affidavit here referred to in support of this charge is one made by Mr. Latter, in Action 1397, which was dismissed by Mr. Justice Ward. As the allegations made by Mr. Ell are not supported by other evidence we do not consider this charge proved.

13. "That a judgment now stands to my credit in Action 30, amounting to upwards of £4,000. That, by evidence written by the Registrar at Christchurch, in Action 353, there now stands to my credit a further sum, with interest, amounting to upwards of £25,000. That other sums amounting to more than £250 also stand to my credit, as shown by the records of the Supreme Court."

"That I also found on file two false orders signed and sealed by the Registrar."

"That Mr. J. C. Martin was forced to admit that the said false orders came from his office."

"That the Registrar swore before Mr. Justice Connolly that the said false orders were correct."

"That in Minute-book No. 555, no entry whatever is made of the assets mentioned above by Mr. Latter, late Official Assignee."

"That I also found that in face of Mr. Latter's oath before Mr. Justice Connolly, he swore, 'I did not accept proof of debt from Mr. H. S. Austin for £361 0s. 9d.' I received from Christchurch on the 4th May, 1892, office-copy of the said declaration, and written on the declaration two sums amounting to £370 paid to Austin; yet he swore before Mr. Connolly that he did not pay Austin any money."