

85. I was under the impression, from what you said, that there might have been a warrant at some time.—Yes; I think there was a warrant got out afterwards.

86. In what way would that have affected the case?—Well, there is a rather fine distinction in the law. It is this: If a person is arrested under the warrant of a Justice of the Peace, no one can proceed with an action for false imprisonment, because the warrant would be a sufficient answer. The action in such a case must be for malicious prosecution. But here there had been no warrant at the time of the arrest; therefore we could go into the District Court with an action for false imprisonment.

87. *Mr. Swanson.*] You did not like to sue Captain Daldy, though you thought he had done wrong.—No; I had been retained by Captain Daldy.

88. Had Captain Daldy retained you in this case?—No; he had given me a general retainer.

89. And what do you have to do for a general retainer?—A general retainer is this: If a solicitor receives a general retainer from a person, he cannot go against that person without first receiving permission, or a statement that his (the solicitor's) services are not required in that particular matter, from that person himself. He is generally retained; and if he did not ask such permission or statement before acting, he would be liable to be struck off the rolls of the Supreme Court.

90. Well my impression was—and I have had a little to do with the lawyers in my time—that if I generally retained a lawyer, and he was asked to appear against me, that he would have to come to me and say, "Do you wish to employ me in this case; if not, I am going to appear against you." Did you write to Captain Daldy?—No, I spoke to Captain Daldy. I told him the Magistrates were liable to be sued and cast in damages.

91. Did he then say, "Here are a couple of guineas; I retain you"?—No; he said if Mrs. McManus sues us I hold you to your retainer.

92. Did you tell Mrs. McManus you could not sue Daldy if he retained you?—I could not, because I was already retained.

93. In this particular case?—A general retainer covers all cases till a person refuses to employ you.

94. Did he retain you?—He was not bound to retain me specially. I told him I would not act for him or the other Justice. This was because I thought they had done wrong. But I gave another reason for it: that I had heard Mrs. McManus's story.

95. *Mrs. McManus.*] What did the Justices say when you told them their sentence was illegal, and that I would then accept the release of my son. Did you tell them to release my boy?—I never told them so; you must be under some mistake. They had no power to release him.

96. When I gave you the order for my salary to commence an action for malicious prosecution of Roth, why did you allow that session to pass without entering the case?—I never undertook to enter a case in the Supreme Court against Roth or anybody else for malicious prosecution.

97. I put my salary in your hands in May, and the action did not come on till November. What was the cause of the delay? What did I want to pay you all that time in advance for?—I never saw Mrs. McManus at all till June.

98. I saw you on the 1st June. Why did you allow six months to pass before commencing the action?—I see by this bill of costs that I did not advise you till some time in July. This item is correct: "Attending upon you; advising as to what steps to take against Roth, and long conversation, when I advised you that if you sued him in the Supreme Court for malicious prosecution you would probably recover substantial damages, but would probably never get anything; but that you could sue him in the District Court for false imprisonment, and the whole circumstances could there be brought out." It was the middle of September I see when you finally determined to go on, and it was the 17th July when I got the first money from Mr. Lusk.

99. You got my salary in June?—No; I think the first money I got from you was on 17th July."

100. I gave you the order in June, and it is not till the 11th November that judgment was given?—The case was postponed on one or two occasions. It was commenced as soon as practicable.

101. *Mr. Swanson.*] When did you get the order?—The first money I got was paid by cheque by Mr. Lusk on the 17th July. The action was commenced in September. There were two adjournments of the case.

102. Upon what does this adjournment take place? What is the reason of all the delays?—I cannot carry everything in my mind.

103. The woman's complaint against you is this, as far as a complaint against you goes, that you have mismanaged and delayed the matter?—This District Court action has nothing to do with the action against the Justices at all.

104. She gives you certain money to do certain work; it is a long time in being done. How was it there was all this terrible delay?—There is no terrible delay, nothing of the sort. I got £6 13s. 4d. on July 17th, and on August 25th £6 13s. 4d. more. So far as I remember, I told Mrs. McManus that it would take £10 to bring it into the District Court, and that I would not take it in until I got the money.

105. What happened?—On August 25th I got the balance of the money, making up the £10; on September 15th I find the summons was issued. You must know that in the District Court it takes nearly three weeks to get a case heard after a summons is issued. I find Mrs. McManus attended at the District Court to issue the summons.

106. What did you get the money for?—For the purpose of entering an action in one Court or another.

107. *Mrs. McManus.*] When I gave you the order for my salary to commence an action for malicious prosecution, why did you allow that session to pass without entering the case?—I state, first of all, that I got no money whatever until 17th July, and I got £6 13s. 4d. then; and secondly, that I received no final instructions to sue until a writ could be issued, until 15th September.

108. When you did enter the District Court case, seeking damages, why did you not apply to