

"I am wiring you about it, and will give you a limit when I get your answer." Then, I must remark that, so far as Scott was concerned, he was never consulted about the terms; and your Honour will see from what follows in the telegrams that they got so anxious that Mr. Ritchie practically told the manager at Christchurch to bid any price—to secure at all hazards. In the letter he says he will fix a limit; but in the end he says, secure it at any price whatever. The next telegram is the 5th March, the same date as the letter, "Letter by express about Lake Ohau sale to-morrow. Wire to-day whether we get any time remove cattle and sheep if another buys 93A. We only want such time.—J. M. RITCHIE," there, again, showing that Scott has nothing to do with it. "We" only want time to remove cattle and sheep. There is no pretence that Scott was not the agent, nor can they be heard to say so now. The next thing is there is a telegram on the same day—and not a "delayed" one either, because this is an important telegram—saying there is to be no limit. In the letter there was to be a limit fixed; here there was to be no limit. Here is an imperative instruction: "Secure 93A Run, Lake Ohau, to-morrow for J. R. Scott. If you let other applicants know he means to have it, it might be a good thing. Acknowledge this.—J. M. RITCHIE." We do not think the other telegrams, if there were any, came to Christchurch; only this was sent. Then comes a letter from the agent in Christchurch, and this letter and the letter of the 5th March may be read word for word. There is a good deal of a mixture of "we" and "us" and "Scott" in it. Apparently the general manager knew perfectly well the position Scott occupied. This is what he says: "The General Manager, Dunedin.—93A: I quite understand the difficulty there was in coming to anything like a bargain about the bidding for this, as it would be contrary to the Act, and particularly with such a dangerous man as Matheson is." The "contrary to the Act" is this: that the Act prohibits people who are at auction-sales of land from making private bargains, so as to get rid of having a proper auction. That is all that is referred to there. "I told him, however, that my client was bound to have the run to-day, if only to afford him ample time to deal with the stock, but that if he was a buyer we would be willing to give him the first offer of the whole thing—run, sheep, and cattle—as a going concern, and that in such case no premium would be asked, and the rental paid to-day." How could Mr. Martin, the general manager, have told Matheson that they were able to give him the first offer of the run, stock, and everything, if Scott was not merely their agent, and had no beneficial interest in it? "However, this did not appear to satisfy him, and he ran me steadily to £380. I am not sure that it was policy on our part to indicate that we were"—I ask your Honour particularly to notice this—"I am not sure that it was policy on our part to indicate that we were"—then comes, bracketed "(or, rather, Scott was) bound to have it." He considers to himself, "Well, this letter may be some time produced, and then they may say, 'You are interested, and not Scott.'" He says, softening the clause, "or, rather, Scott was bound to have it;" but he soon forgets that, and the "we" and "us" come in again. He says, "As I think, when he could not get us off, he felt on safe grounds to run; and if there could only have been any certainty of getting the stock off in fourteen days we should have dropped it to him"—Scott is again forgotten; it is "we"—"but your instructions by telegrams to secure it were imperative, and I did not like to depart in any way from them; and, besides, Matheson was ready to be troublesome, and he had his solicitor with him at the sale to raise an objection to applicants bidding through agents, but it was not entertained.—Yours truly, G. MARTIN, Manager." That is all the correspondence that takes place. The run was thus knocked down to Scott, and he signs any documents they put before him. They pay the rent—£191 1s. That includes £1 1s. license and £190 for the half-year's rent, and, so far as Mr. Scott is concerned, he knows nothing of it. They keep their sheep and cattle on it, and anything that takes place afterwards he reports to them. He gets notices about the rabbits, and every notice he gets he brings to them, and shows them, and they simply tell him what to do. I do not see how they can say, in face of the documents, independently of Scott's evidence, that Scott was anything but an agent for them for the purchase of this run. But what takes place afterwards, I submit, is conclusive. The next question is about rabbits. The rabbits are troublesome, and, as your Honour will see, they only wanted the use of the run for a few months so as to dispose of their 800 head of cattle and 5,000 sheep; they did not want to take trouble about the rabbits; so the first thing that happens now is that Foster, who was then head of the Stock and Rabbit Department in Christchurch, communicates with Scott about the rabbits, and a telegram is sent to Foster. That communication from Foster was taken to Mr. Henderson, and the answer sent was dictated by Mr. Henderson. That was in May. Then the next thing is that Mr. Scott is summoned. Before he is summoned, or at or about the time he is summoned, Mr. Ritchie—not Mr. J. M. Ritchie, but Mr. J. P. Ritchie, the head of the Stock Department—visits Dunedin, and Mr. Henderson sends Logie, Mr. Scott's clerk, to see him, and he tells the National Mortgage Company what has been the result of the interview—that they were going on with the summons. The next things I shall refer to are a letter and a telegram. The first is a telegram, signed by Scott and written by Logie, at the dictation of Henderson. It was this telegram:—"Foster, Sheep Inspector.—Inspector Thomson summoned me, rabbit-poisoning. Find cannot continue to hold run. Must abandon it." That was written at Henderson's dictation, and Scott signed it. The next was a letter at Henderson's dictation to Perry and Perry, solicitors, Timaru, as follows: "Would you kindly appear for me at the hearing of the complaint against me by the Rabbit Inspector. I cannot possibly attend personally as I have made arrangements to go to Southland, and am leaving town this afternoon. I find that I cannot continue to pay the rent for the run. I have made up my mind to lose the rent I have paid, and abandon the country. I hope, under these circumstances, you can induce the Court to deal lightly with me. Indeed, the Government ought to poison the country, as I find the rent is much too dear." That is Mr. Henderson's letter, which Mr. Scott signed. Your Honour will see that here the whole thing now comes out. They have had the use of the ground for three or four months, and then this takes place. Having got the use of the ground for March, April, and May, they say, "We can get the sheep and the cattle off now, abandon the country, and get rid of the