

request to Mr. Scott. I say he admits that for this reason: It is true that he represented to Mr. Scott, according to his version, the huge liability that might be looming in future. It is true he said these were the conditions of lease which Scott might have to perform, and the rabbit liabilities Scott might be called upon to be responsible for; but those that he really contemplated as probable events he was prepared to bear himself, consisting only of the first half-year's rent, and the fine and costs when Scott was prosecuted for the rabbits—they very naturally expecting that Scott might be fined. I suppose the rabbits were so bad at that time that they naturally expected that Scott might be fined, though they did not appear to have contemplated the huge liabilities that lie behind the fine under the Rabbit Acts; and, though Mr. Ritchie says he did not contract to be liable for Scott's fine or costs, he admits really that they would pay them: indeed, if he was not willing to pay them, it would be simply ludicrous, in view of Mr. Henderson's version of what was to be Scott's probable remuneration. I think Mr. Henderson says £15 or £20. When one knew that the first fine that fell upon Scott would sweep away half, or, most likely, all, of that it is simply ridiculous to suggest that that was the position Scott was willing to take; and, at the time they actually thought that in all probability he would soon be fined; and they must have thought that the fine would swallow up the sum Henderson had in his mind when he sent for Scott to go into the transaction. Mr. Ritchie was actually prepared to pay the rabbit fine and the costs if that was to be the end of it; and no doubt when he (Ritchie) went into the transaction, it was with the idea that something would fall upon Scott, and that he might have to pay that too, but that, somehow or other, he would shuffle out of the big ulterior liabilities, as, in fact, men have always managed to get out of these in the past. It is perfectly evident now, from Mr. Ritchie's evidence and from Mr. Henderson's evidence, that they never really contemplated such a thing as Scott being sued for a large sum for not destroying rabbits, or of Scott being sued and made pecuniarily liable for the rent. What both thought was, as Mr. Henderson himself says, that things would take their ordinary course; and it required my friend Mr. Haggitt's intervention here to suggest that people had been sued before for failing to pay the rent of runs. Mr. Henderson, though he had been a stock and station agent for four years, and in business for I do not know how many more, Mr. Henderson had never heard of such a thing. He knew that people somehow or other managed to forfeit their runs to get rid of them. Now, we say that that was all that was really in contemplation; and, your Honour, I put it to the Court that the suggestion of the defendants as to what took place—as to what they call their bargain, or the company's bargain—is monstrously absurd—ridiculously absurd—in view of all the circumstances. They say that, for an unfixed remuneration, as to the amount of which Mr. Ritchie said nothing beyond that it was to be “what Mr. Scott considered fair for the business,” or some such expression as that—“such a fee as Scott considered fair for the business”—that for that consideration Scott should expose himself, as they admit—as they put it—to the risk of bankruptcy. I submit, your Honour, that there is ample evidence that Mr. Scott was not the kind of man likely to accept the position of a mere man of straw, and that Mr. Ritchie knew that Scott was not a man likely to accept such a position. Mr. Ritchie, in one of his conversations, says to Mr. Scott, “You are doing pretty well, are you not?”—[Mr. Haggitt: No.]—or, “You are doing better now, are you not?”—some such remark as that. He knew, as Scott knew, that he was doing business. Mr. Scott himself says that his income, though he may have been working hard for it, is something like £500 per annum. He certainly is not a man of property; but he has this much property, and that was disclosed to Mr. Henderson, that his furniture was given to him by his creditors in his bankruptcy many years ago. He has his furniture, not settled or secured from execution in any way; yet, your Honour, to put it in popular language, this is the man they can hire for £20 to become a bankrupt, and hire him for such a sum that they know the first fine would sweep away. They knew the first fine would sweep it away, because Mr. Ritchie says he said to Scott, “If this is to be the last of it I have no objection to pay the fine, so that you will get your fee clear.” In other words, Mr. Ritchie seems to have had in his mind at that date that the fine and fee—£15 or £20—came to about the same thing. Is it credible that Scott offered himself to be made a bankrupt for £10, or £15, or £20? Is it credible that Scott could have been induced to make such terms as that he would become a bankrupt for £100 or £200? I submit, your Honour, that, on the figures themselves, it is perfectly apparent that the suggestion is monstrous, and never could have been, and never was, brought to Scott's mind, or that they so included it as one of the terms in his hearing. This, too, must be remembered, your Honour: It is all important that from first to last they never vouchsafed to inform Mr. Scott what kind of a lease he was going into. There is no suggestion that they even told him the term of the lease. There is no hint that it was a lease for more than one year, or for three years, as these leases often are. Mr. Scott swears he never did know the term of the lease. He might have known it a month later, when he went up to the Land Office to sign the lease; but I think he stated that he did not read the lease—it was not his concern, and he did not read the lease sufficiently to know what the rent was. He picked up the amount of rent from the man in the street, and he did not seem to have remembered it at the date when he was arrested, or even when he came here, so little did he care for the matter. Yet, your Honour, Mr. Ritchie's version is, and Mr. Henderson's version is, that they had a free hand to make what terms they chose as to rent; and they certainly never did inform Scott, or consult him, as to what limit they were to plunge him into liabilities, either as to rent or as to the term of the lease; and they ended by giving their own agent a free hand in the matter; and they do not pretend that they ever consulted Scott as to whether they should give their agent a free hand or not. Mr. Ritchie says in his telegram, “We paid Scott for the use of his run,” or makes use of some such expression. He says he warned Scott of the responsibility he was undertaking, but he never warned him pointedly of any definite rent, or of any rent *qua* any definite term; and there is a singular circumstance connected with this alleged warning, your Honour, and that is this: Mr. Ritchie specifically detailed the alleged warning that he gave to Scott in his room; and he was