

*Mr. Chapman* : There is an explanation, but no entry to this hour. It is said it will be corrected in due course ; but the transaction is now nearly a year old, and yet an entry has never been made. The reason is pretty obvious : some inquiry might be made, and this book might be called for ; and the same reason, good or bad, which inspired Mr. Henderson to swear Logie to secrecy no doubt accounts for this ledger being left in this imperfect condition.

*His Honour* : In order to perfect it, what, according to the defendants' view of the case, would have been necessary would have been to have credited Scott with £192, which they promised to pay him, and to have debited "Ohau," their venture, whatever it was, with the amount.

*Mr. Chapman* : Then, your Honour, Mr. Ritchie seeks to explain away his memorandum on the telegram and his memorandum on the letter. He and Mr. Henderson have throughout managed the transaction, and have managed Scott. They found Mr. Scott easy-going—a person who would do their bidding without question. He appears to have got uneasy at times ; but he appears to have been a good-natured easy-going sort of a man, easily managed by these gentlemen, and they appear to have taken him in hand, and to have managed the whole business, certainly not as his, but wholly as theirs. Now, will any reasonable man accept Mr. Ritchie's version of that memorandum written on the notice from the Land Office. Mr. Ritchie told the Court that Scott took all the risk ; and yet, down to a date in September or October, when the officials of the Land Office are making these demands, Mr. Scott is treating Mr. Ritchie as the person interested, as he has uniformly treated the defendants from first to last. He takes him the blue paper, and virtually in so many words asks Mr. Ritchie for his orders, as he had asked for his orders on every other occasion. There is not a single scrap of writing to show that when Scott sent over these rabbit notices, and brought over these various kinds of notices to the company, that they did anything consistent with their present attitude—that the defendants ever did such a thing as to send Scott a note saying, "Don't bother us with your transactions ; what do we want to know of your position ?" Not a scrap consistent with that ; but numerous writings absolutely inconsistent with it, and numerous actions absolutely inconsistent with it. Now, will any man accept Mr. Ritchie's version that he wrote this as the easiest way of getting rid of Scott. An easier way would have been to tell him to mind his own business, and not to pester them any longer. An easier way would have been to write a note saying, "You know your position ; we do not want to hear more from you ;" but he sends the rabbit notices, and he brings the Land Office notices, and Mr. Ritchie writes the answer he is to send back to the officials in Canterbury. As to the rabbit notices, they actually keep them, and they keep the telegram with Scott's memorandum. The rabbit notices came from the possession of the defendants.

*His Honour* : Did they ?

*Mr. Chapman* : Yes. That is to say, this written notice comes from Scott's possession, because Mr. Ritchie delivered it back to him with what I say are Scott's orders as to the reply to give ; but the rabbit notices came from Mr. Ritchie's possession.

*His Honour* : The rabbit notice of the 5th October, with the big bill ?

*Mr. Chapman* : The later and former rabbit notices, and the big bill with them, were given back to Scott.

*Mr. Haggitt* : There are two bundles of papers there : one was produced by us, and the other by the other side.

*His Honour* : Yes ; the rabbit notices of the 3rd June. These came, but not the rabbit notices with the big bill.

*Mr. Chapman* : No. Mr. Ritchie says they were brought to him, and apparently they were taken away again. Then, another thing that comes from their possession is this, and it is very important : Perry and Perry's telegram about execution.

*His Honour* : "The Clerk of Court issues a distress warrant, as the fine is not paid" ?

*Mr. Chapman* : Yes ; and Scott's memorandum on it, your Honour.

*His Honour* : Yes ; the remark, "Well, I don't want a bailiff in my house."

*Mr. Chapman* : They did not send back that, and say, "What has that to do with us ?" They kept it among their documents, and we have it now coming from their possession. Now, as to Mr. Ritchie's evidence with reference to the documents produced from Christchurch, I submit, your Honour, that the correspondence with Timaru and Christchurch from first to last bears out Scott's case, and bears out Scott's evidence, and cannot be reconciled with the evidence given by the defendants. Mr. Ritchie says that the manager at Christchurch knew the position of matters. He says that he intended in his letter to convey to the manager at Christchurch what was really approximately his arrangement with reference to the run. He says, "Dear Sir,—About Run 93A, which is for sale to-morrow at the upset of £150, an authority has gone to you to bid for J. R. Scott, who authorises me to instruct you as follows : The run is only wanted to get time for the sale and delivery of the cattle (about 800) and sheep (about 5,500 wethers) now on it"—it is not worth while to say Scott's cattle and sheep, though that would be the inference any one would draw but some one in the know—"and if we could get from one to two months' time for this, Scott would not bid at all." What could be more palpable than that he was a dummy. "If we run the risk of being jammed for the disposal of these sheep and cattle it will pay us to run up to £200 or even £250, as we pay six months' rent only, and can then forfeit by non-payment. Possibly you might get hold of the applicants, and put this view before them, not, of course, saying anything as to forfeiting, but merely that you have authority to bid for a man who is interested in the stock, and wants to sell and deliver them. I am wiring you about it, and shall give you a limit when I get your answer." That letter bears out Mr. Ritchie's own evidence in one point : that what he contemplated was forfeiture—that Scott should be held liable, certainly not ; much less that Scott should be arrested. Then, the other letter is still plainer—Mr. Martin's letter to him—"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. I