

not now in the plaintiff's possession." They admit all excepting the words "requesting them to attend to the same." These are struck out and the rest admitted: "The defendants did not take the requisite or sufficient measures to destroy the rabbits on the said run," and so on. That is admitted. The next is, "On the 5th day of October, 1891, the said Chief Inspector, pursuant to 'The Rabbit Nuisance Act, 1882,' made a demand on the plaintiff, pursuant to Schedule B of the said Act, for payment of the sum of £415 Os. 1d. for the expenses of destroying the said rabbits." That is admitted. The next is, "The plaintiff showed the said demand, and the particulars thereof, to the defendants, and requested them to pay or attend to the same; but the defendants failed to pay the same." The words "requested them to pay or attend to the same" they deny, but admit the other. Then, "On the first of September, 1891, the rent of the said run for the half-year, amounting to £190, became due, and the plaintiff, having received a demand therefor from the Receiver of Land Revenue at Christchurch, intimated the same to the defendants, and requested their instructions thereon, and the defendants directed him to decline to pay the same." They admit all excepting the words beginning "and requested their instructions," denying the latter part. Then, the next is, "On the 27th day of November, 1891, there were due and owing to Her Majesty the Queen in respect of the aforesaid matters the following sums, namely: Rent of run, £190; penalties, at £1 per day, £80; account for destroying rabbits, £415 Os. 1d.; total, £685 Os. 1d." That is admitted. Then, "In addition to the aforesaid amounts the penalty of £1 per day, for non-payment of the rent of the said run, had further accrued in respect of several days, and is still accruing from day to day." That is admitted. "Thereupon Her Majesty's Solicitor-General, on the said 27th day of November, 1891, issued his fiat pursuant to 'The Crown Suits Act, 1881,' and on the 3rd day of December, 1891, Her Majesty caused to be issued against the plaintiff a writ of *Capias ad respondendum*, and the plaintiff was, on the 4th day of December, 1891, pursuant to the said writ, taken by the Sheriff of Otago and carried to the common gaol at Dunedin, until he should make deposit of, or find bail for, the said sum of £685 Os. 1d., together with £10 10s. for costs, to which claim the plaintiff has no valid defence." That is admitted. The plaintiff on the same day requested the defendants to find bail for him, or indemnify some person who should become bail for him; and, after making the request verbally to the defendants, William Henderson and the National Mortgage and Agency Company, without result, at their suggestion, telegraphed through his solicitors to the defendant, John Macfarlane Ritchie, who was at or near Timaru, in the following terms: 'J. M. Ritchie, National Mortgage Company, Timaru.—J. R. Scott was this morning arrested under civil process at the suit of the Crown for £685 for rent of run and expenses of exterminating rabbits. He must remain in gaol unless bail given. Please wire advising what is to be done.—SMITH, CHAPMAN, SINCLAIR, WHITE.' They admit that that telegram was sent on the suggestion of Mr. Henderson, of the National Mortgage Company. "On a subsequent day—namely, the 7th December—the said defendant replied by a telegram in the following terms: 'Timaru.—Smith, Chapman, Sinclair, White, Dunedin.—Have nothing to do with Scott whatever. Have paid him in full for such use as we got of his run.—J. M. RITCHIE.'" That is admitted. "The statement in the said telegram as to payment is not true, as the plaintiff has not, in fact, received any payment from the defendants, or any of them." It is admitted that the telegram is untrue. "On the 5th day of December aforesaid, the defendant, William Henderson, after sending to the plaintiff's solicitors a person of insufficient means to become bail for the amount required, failed to find bail for the plaintiff, and in the evening of that day the plaintiff was taken out of the said gaol on bail by his friends, who were not procured or indemnified by the defendants." That is admitted. "Thereafter, on the 9th and 11th days of December, 1891, the plaintiff took proceedings to set aside his arrest and the bail-bond so given; and upon the last-mentioned day the same were set aside, on the ground of a technical defect in the said proceedings." That is admitted, and, in fact, the whole of the rest is admitted. "(23.) From the time of his arrest to the setting-aside of the said arrest and bail-bond the plaintiff incurred legal expenses to the amount of £41 18s. in connection with the aforesaid matters, and the bail who acted at his request incurred legal expenses to the amount of £12 12s., and railway and other expenses to further amounts. (24.) On the 9th day of December, 1891, the plaintiff's solicitors wrote and sent to the defendants' solicitors a letter in the following terms: '9th December, 1891.—Messrs. Haggitt Brothers and Brent, solicitors.—Dear Sirs,—*Re* J. R. Scott: As you are aware, Mr. Scott must find special bail, or render himself to-morrow. He can only find bail if they are indemnified by the National Mortgage Company, or Mr. Ritchie, or Mr. Henderson. We have now to ask you if the company, or these gentlemen, are prepared to do this, or pay the sum due. Should Mr. Scott be replaced in gaol he will certainly hold your clients liable for the consequences. As Mr. Scott does not wish to have this matter hanging over him, we have now to ask your clients, for whom Mr. Scott placed himself in this position, to pay the present debt and relieve him of all further liability. Should they fail to do this proceedings will at once be commenced in the Supreme Court to compel them.—We are, yours faithfully, SMITH, CHAPMAN, SINCLAIR, WHITE.' And also forwarded copies of the said letter to the defendants individually. (25.) To the last-mentioned letter the defendants' solicitors replied, as follows: 'Dunedin, 9th December, 1891.—Messrs. Smith, Chapman, Sinclair, White, solicitors, &c.—Dear Sir,—*Re* J. R. Scott: We have your letter of to-day's date, and have seen Mr. Henderson in reference thereto. The National Mortgage Company will not, nor will Mr. Ritchie or Mr. Henderson, indemnify Mr. Scott's special bail, nor will they pay the amount due by Mr. Scott to the Crown. We will accept service of any proceedings you may be instructed to issue, whether against the company, Mr. Ritchie, or Mr. Henderson.—Yours truly, HAGGITT BROTHERS AND BRENT.' (26.) The plaintiff fears that, having no defence to the said claims by Her Majesty the Queen, he may be arrested in execution of any judgment obtained in respect thereof, and, further, that he may at any time be arrested and held to bail for the further penalties accruing from time to time; and that, unless indemnified and relieved of his liability in respect of the said license, he may be constantly subjected to liabilities in respect of rent and