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." I refer to that as showing this: that they were willing to sell the run—apparently, to take the run in Scott's name, and sell it—if by that means they could get rid of a competitor and find a purchaser. So little had Scott to do with the transaction that this arrangement is made to sell his run—a transaction for which he certainly would not be entitled to a penny of remuneration or profit. They are prepared to make an arrangement to sell his run without consulting him on the subject, for the simple reason that really Scott had nothing to do with the run—that it was contemplated that they should be the owners in the future, as they were then. The letter goes on, "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 (or, rather, Scott) bound to have it, 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; but your instructions by telegraph 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, as he had his solicitors with him at the sale to raise an objection to applicants bidding through agents, but it was not entertained." I submit, your Honour, that Mr. Ritchie has to make headway against the whole of his correspondence—correspondence which is entirely consistent with Scott's case, and entirely inconsistent with Mr. Ritchie's. Now, as to Mr. Henderson. His suggestion that the company was not interested in the land was so manifestly absurd that he abandoned it; and it took, I suppose, five minutes, and he had to be plied with a dozen or two dozen questions, before he decided whether the taking of Mr. Haggitt's opinion was in the interests of the defendants or the interests of Scott. He says that he never showed the opinion to Scott; but he says, of course he told him what it was. I do not remember whether Scott was asked on the subject, but my impression is that Scott never heard of it. I submit, your Honour, that Mr. Henderson cannot be credited in the last piece of evidence that he gave in re-examination—I think it was in answer to my friend Mr. Solomon—when he said that after Scott's arrest Scott came to him and said to him voluntarily, "Whatever you may hear outside, I am taking the whole burden on myself," or something to that effect. Mr. Henderson has chosen to give that piece of evidence—and I submit he has given it recklessly, and that he is not to be credited when he makes such a statement. How was this consistent with Mr. Scott's position—with the position Mr. Scott has uniformly taken, and which is borne out by his conduct, and borne out by the documents? It is ridiculous, in the face of the fact that, as Mr. Henderson admits, on the day of Scott's arrest I went to him and peremptorily demanded that he should indemnify Scott's bail and get Scott out of prison. Mr. Henderson admits that I made that peremptory demand, and he admits that he did not stand upon his dignity, and say, "We have nothing to do with this;" but he got time to consult Mr. Haggitt, and, possibly, to communicate with Mr. Ritchie. It is ridiculous, in face of Scott's attitude at the date when Perry and Perry warned him there would be an execution in his house. At that date he had put down his foot and shown to his employers perfectly plainly that he would not have a bailiff in his house, implying that it was their business to see that he did not have a bailiff in his house; and he wrote that across Perry and Perry's telegram, and delivered it to them, and they kept it. Mr. Henderson admits that to me he did not repudiate his liability, but asked to see Mr. Haggitt; and he took time to see Mr. Haggitt. It is perfectly apparent that Mr. Scott never could have succumbed in this way, and have gone to him voluntarily and have told him that he was taking the whole burden upon himself, because it is perfectly certain that Scott was, in the hands of his solicitors, making this demand at the time—a demand in accordance with the attitude he had taken up before, and a demand followed up a few days later by a peremptory letter to the company, duplicated to Mr. Ritchie, and triplicated to Mr. Henderson, showing perfectly plainly the position Scott took up in the matter; and the telegram—[Mr. Haggitt: What telegram?] A telegram to Mr. Ritchie, which Mr. Henderson knew was sent; a telegram Mr. Haggitt had probably discussed with him, because they were in the room together when it was handed back to me. He knew Mr. Scott's attitude on that day in two ways; he knew Scott's attitude and feelings, and the probability that in two or three days an action would commence, and yet he has the temerity to say that Scott went to him saying, "Whatever you hear outside, don't believe it; I'm going to stand the racket, and take the consequences." Then, your Honour will remember Henderson's vacillation about Mr. Haggitt's opinion—an opinion which has never been produced. It is admitted it was taken in their own interest, but is never listed in the affidavit of documents, and has not been produced to this hour. I daresay the opinion was that the appeal would not lie. It is immaterial which way it was; but it was taken in their own interest by the defendants from their own solicitor—who certainly never was Scott's solicitor—and was taken without obtaining permission from Scott, on their own motion, and purely because the transaction was theirs. And it was taken at what time? At a time when they wanted to ascertain what delay could be got by putting off the rabbit fine for a few weeks; whether it was worth while to pay £15 or £20 to carry on an appeal against the conviction for the purpose of delay, with a view to getting off their own stock, or to enable the purchaser to whom they had guaranteed possession to get it off. Is it consistent for a moment with the alleged attitude of Scott on the date he speaks of, and the attitude which the defendants take now, that Henderson should have gone to Mr. Logie, and have dictated the letter that he was to write to Messrs. Perry and Perry about the rabbit defence—that he should have sent Logie to Mr. Inspector Ritchie, and have sworn him to secrecy, and have made these inquiries about Scott's furniture? Is any one of these things consistent with the statement that Mr. Henderson now makes, that the company was not really interested in the matter—that Scott had launched himself upon this sea of liability, and had agreed with the company that the company should take no liability in the matter? I submit, it is ridiculous. The question has been interjected by my learned friend, "Why should the company employ