

## INJUNCTION MADE PERPETUAL.

In the Supreme Court of New Zealand, Wellington District. Between Jane Hair, plaintiff,  
and the Mayor, Councillors, and Burgesses of the Borough of Wanganui, defendants.  
On Wednesday, the twenty-fourth day of July, 1878.

UPON hearing Mr. Travers of counsel for the plaintiff, and Mr. Izard of counsel for the defendant, and by consent, this Court doth decree that the injunction granted herein on the seventh day of April, one thousand eight hundred and seventy-seven, be made perpetual, and that the defendants do pay to the plaintiff the costs of this action when taxed by the Registrar.

By the Court.

H. C. WILMER, Deputy Registrar.

## APPENDIX D.—CHARGE 12.

LEACH v. JOHNSTON.

*Affidavits in the Case.*

In the Supreme Court of New Zealand, Wellington District, between Mary Leach, plaintiff,  
and Alexander Johnston, defendant.

WE, George Elliott Barton, of Petone, near Wellington, solicitor, and Mary Leach, of Polhill's Gully, settler, jointly and severally make oath, and say; and I, George Elliott Barton, do for myself first say:—

1. I am the solicitor for the plaintiff in this cause.  
2. Robert Port, of Wellington, merchant and commission agent, and Charles John Johnston, of Wellington, merchant, sat as jurymen on the recent trial of this cause held on Monday, the twenty-second day of July, one thousand eight hundred and seventy-eight.

3. On the second day following the said trial the said Robert Port informed me, George Elliott Barton, that Charles John Johnston was an interested party in this cause—he being trustee under the will of the late Adam Burnes, the co-lessee of the land in question in this action with Alexander Johnston, the defendant; the said Charles John Johnston also being agent acting on behalf of the widow of the said Adam Burnes in respect of the said land.

4. And I, Mary Leach, say that on the day following the said trial the said Robert Port called at my residence at Polhill's Gully and informed me that he could settle this case on my behalf with the defendant, Alexander Johnston, and with Charles John Johnston; and asked me if I would accept one hundred and fifty pounds in full for my interest in the land leased to Somerville. This offer I refused, whereupon he offered two hundred pounds, and finally he offered me three hundred pounds, which last sum I agreed to accept for Somerville's piece of twenty-five acres. Subsequently the said Robert Port informed me that the said Charles John Johnston objected to the said sum of three hundred pounds as excessive, and the said Robert Port, on the following day, finally induced me to agree to accept four hundred pounds from the defendant and the said Charles John Johnston in settlement of all my rights of action and of this action, and in consideration thereof to agree, on my part, to deliver up to them, in six months after payment of the said four hundred pounds, the whole land contained in the lease dated the twenty-fifth day of July, one thousand eight hundred and sixty-two, made to John Leach, but retaining my interest in the parcel of land known as the "hay-paddock," demised to me by lease dated the twelfth day of July, one thousand eight hundred and seventy-two, exhibited in evidence at the said trial; and I also having the right to remove, at any time within the said six months, my house and stockyard, fences, and all other improvements in connection with my homestead, from the first-mentioned leasehold premises to the said hay-paddock; and, at the request of the said Robert Port, I signed an agreement, with my mark, in his presence and in that of his clerk, which agreement, the said Robert Port then informed me, was an agreement to carry out the said arrangement.

5. And I the said George Elliott Barton say that the said Robert Port informed me that the aforesaid terms were the terms of the said arrangement made by him, and that an agreement, in writing, which the said Robert Port represented to the plaintiff as securing to her the aforesaid terms, was signed by the said Mary Leach with her mark, she being an illiterate person, in the presence of the said Robert Port and his clerk, and was afterwards signed by the defendant, Alexander Johnston, and was delivered by the said Robert Port to Messrs. Brandon and Son, solicitors for the said Alexander Johnston, and for the said Charles John Johnston and Mrs. Burnes.

6. From the statement made to me by the said Robert Port and by his said clerk of their recollection of the contents of the said memorandum of agreement, I believe it to be simply a memorandum of agreement providing for an absolute sale to the said Alexander Johnston and Charles John Johnston, or one of them, for four hundred pounds, of the plaintiff's interest in the lands demised by the said first-mentioned lease; but that it contained no stipulation whatever respecting the right of removal of her house and stockyard improvements, nor respecting her right of occupation for six months over the whole lands.

7. The said Robert Port induced the plaintiff, as I am informed and verily believe, to sign the said agreement by threatening that unless she so agreed she would be imprisoned by the said Alexander Johnston and Charles John Johnston, for the costs of this action, and that she would not get one penny, and her said leasehold interest, and all other property of hers, would be seized and sold in case she refused; and that I, having retired from practice, she would be helpless, and have nobody to assist her; and he also represented that he, Robert Port, was acting in her sole interest and in her behalf, and not on behalf of the said Alexander Johnston and Charles John Johnston; and the plaintiff informed me, and I believe it to be true, that the said Robert Port advised the plaintiff, who is nearly seventy years of age, not to withhold her signature until she should have an opportunity of seeing me, but to sign the agreement then and there, otherwise she would be sold up and made bankrupt as aforesaid: And I, Mary Leach, say that the statements made in this paragraph numbered 7 are true.