

- (b.) In the letter dated the 7th May, 1894, the words "Jones" [meaning thereby the plaintiff] "ought to have told your client that since the Mokau property was sold to our clients" [meaning thereby the defendants Flower and Hopkinson] "by the first mortgagee by public sale carried out under the direction of the New Zealand Court he" [meaning thereby the plaintiff] "ceased to have any interest in the property" [meaning thereby the Mokau Estate] "other than any interest our clients might see fit to concede to him."
- (c.) In the letter dated the 15th May, 1894, the words "Mr. Jones" [meaning thereby the plaintiff] "has purported to charge in your client's favour property" [meaning thereby the Mokau Estate] "in which he has no interest whatever, as the property was sold by his New Zealand mortgagees to our clients" [meaning thereby the defendants Flower and Hopkinson] "under their power of sale." "It seems to us" [meaning thereby the defendant firm] "that it now merely remains for your client to consider whether or not it is worth his while to prosecute Mr. Jones" [meaning thereby the plaintiff] "for obtaining money by false pretences." At that time the plaintiff was indebted to one Robert Colley, of 8 Spring Street, Paddington, in the sum of £400 or thereabouts, secured by a charge on the said Mokau Estate and subject to what was due to the defendants Flower and Hopkinson, and Messrs. Todd, Dennes, and Lamb, acting for the said Robert Colley, persuaded by the said letters that the said security was valueless, brought an action against the plaintiff and caused him to be adjudicated bankrupt.

15. Between the months of July and November, 1893, negotiations were being carried on between the plaintiff and Messrs. Scrimgeour, of 18 Old Broad Street, E.C., stockbrokers, acting for a proposed syndicate, and a draft agreement had in fact been prepared for the sale of part of the said Mokau Estate to the said syndicate. The parties to the said agreement were the plaintiff of the one part (as vendor) and the said Messrs. Scrimgeour of the other part (as purchasers). Before the time for the completion of the said negotiations the defendants obtained possession of the said draft agreement and erased the name of the plaintiff as vendor and beneficial owner, and substituted the names of the defendants Flower and Hopkinson as vendors. The defendants falsely and maliciously and fraudulently in breach of their duty as trustees thereby slandered the plaintiff's title by representing to the proposed purchasing syndicate that they the defendants Flower and Hopkinson were beneficial owners of the said Mokau Estate. In consequence of the said slander the said syndicate refused to complete the negotiations with the plaintiff for the purchase of the said Mokau Estate.

16. In the month of June, 1894, Messrs. Lewis and Lewis, solicitors, of Ely Place, E.C., were carrying on negotiations between the plaintiff and one Martin Fradd, of the Properties Development Company, Sherwood Lane, E.C., for the sale of the said Mokau Estate or a portion thereof. On or about the 18th, 20th, 25th June, 1894, the defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff wrote and published to the said Messrs. Lewis and Lewis the following words, that is to say,—

- (a.) On the 18th June, 1894, the words "Mr. Jones" [meaning thereby the plaintiff] "has ceased to have any interest whatever in the property" [meaning thereby the Mokau Estate]. "Since April, 1893, the purchasers" [meaning thereby the defendants Flower and Hopkinson] "have held the property as absolute owners and not in any sense as trustees."
- (b.) On the 20th June, 1894, the words "There are no grounds whatever for suggesting that our clients" [meaning thereby the defendants Flower and Hopkinson] "hold the property" [meaning thereby the Mokau property] "otherwise than as absolute owners."
- (c.) On the 25th June, the words "We can only say that you must have been entirely misinformed by Mr. Jones" [meaning thereby the plaintiff] "as" [other people have been] "to his position with regard to the property" [meaning thereby the plaintiff's title to the said Mokau Estate]. The contents of the said letters were communicated, as the defendants intended they should be, by the said Lewis and Lewis to the said Martin Fradd, and in consequence of the said publication said negotiations were broken off.

17. In a letter dated August, 1894, sent by the defendant firm to one Edwin George Jellicoe, the said defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff wrote and published to the said Edwin George Jellicoe of and concerning the plaintiff's title to the Mokau Estate as aforesaid the following words: "Since the sale by auction in New Zealand in April, 1893, Mr. Jones" [meaning thereby the plaintiff] "has had no interest in the Mokau property, which was conveyed by his" [meaning thereby the plaintiff] "mortgagees, acting under the direction of the Court, to our clients" [meaning thereby the defendants Flower and Hopkinson], "and so became their absolute property." At that time the said Edwin George Jellicoe was carrying on negotiations between the plaintiff and one Oscar Heindorf, of the Finance Corporation, Westminster, for the purchase of a portion of the Mokau Estate, and on or about the 2nd August, 1894, the said Edwin George Jellicoe drafted an agreement, which was signed by the said Oscar Heindorf, for the purchase, subject to a good title being given, of a portion of the said Mokau Estate. In consequence of the said letter the negotiations were broken off.