

18. On the 9th October, 1894, Robert S. Fraser, a member of the firm of Fraser and Christian, of 4 Finsbury Circus, London, had an interview with the defendant Flower at the office of the defendant firm, when the defendant Flower falsely and maliciously and fraudulently in breach of his duty as a trustee spoke and published to the said Robert S. Fraser—

- (a.) That "Jones" [meaning thereby the plaintiff] "is not entitled to redeem. The property" [meaning thereby the Mokau Estate] "has been purchased in my" [meaning thereby the defendant Flower's] "name."
- (b.) In a telegram dated the 12th October, 1894, from the defendant Flower to the said Robert S. Fraser, the defendant Flower falsely and maliciously and fraudulently in breach of his duty as a trustee for the plaintiff wrote and published to the said Fraser and Christian the following words: "Purchasers" [meaning thereby the defendants Flower and Hopkinson] "would resell entire property" [meaning thereby the Mokau Estate] "conveyed by Plimmer for twenty-five thousand pounds immediate cash or unquestionable security, nothing less."
- (c.) In a letter dated the 13th October, 1894, written by the defendant firm to the said Fraser and Christian, the defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff wrote and published to the said Fraser and Christian the following words: "Mr. Jones" [meaning thereby the plaintiff] "never had and has not any right to call for the redemption of the property" [meaning thereby the said Mokau Estate].

At this time the said Robert S. Fraser, of the said firm of Fraser and Christian, were possessed of the money to pay the defendants Flower and Hopkinson all sums due, and Messrs. Fraser and Christian were prepared to form a company for the purchase of the said Mokau Estate or a part thereof, and offered to pay off all charges, but in consequence of the slanders above set forth in this paragraph the said Fraser and Christian refused to proceed with the formation of a company. The defendant Flower and the defendant firm by the words set out in the three preceding subparagraphs intended and did in fact prevent the sale or dealing with the Mokau Estate by the plaintiff to the said Mr. Fraser.

19. In the year 1896 the defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff spoke and published to one T. James, of Highbeach Road, Loughton, Essex, the words following: "Jones" [meaning thereby the plaintiff] "has no interest whatever in the property" [meaning thereby the Mokau Estate]. The said T. James was in negotiation with the plaintiff for dealing with the Mokau Estate, but in consequence of the said statement the said negotiations fell through. The defendant firm by the words set out in the preceding paragraph intended and did in fact prevent the sale or dealing with the said Mokau Estate by the plaintiff to the said T. James.

20. In a letter dated the 27th December, 1895, the defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff wrote and published in a letter to one John Baxter, of Birmingham, the following words: "Joshua Jones" [meaning thereby the plaintiff] "has no right to the Mokau property except such as the owners might choose to concede as a matter of favour and not of right." The plaintiff was in negotiation with one Crewdson for the purchase of or dealing with the Mokau Estate. The said John Baxter was also at the same time carrying on negotiations between himself and the said Crewdson, of Norfolk Street, Manchester, and Coleman Street, London E.C., for the purchase of or dealing with the Mokau Estate, but in consequence of the said letter to the said John Baxter the said Crewdson declined to continue the said negotiations with the plaintiff. The defendant firm by the words set out in the preceding paragraph intended and did in fact prevent the sale or dealing with the property by the plaintiff to the said Crewdson.

21. On or about the 30th day of January, 1896, the defendant Flower falsely and maliciously and fraudulently in breach of his duty as trustee for the plaintiff wrote and published to one W. J. Davies the following words: "The Mr. Jones" [meaning thereby the plaintiff] "you refer to was the former owner of the property" [meaning thereby the Mokau Estate], "which was put up for sale by auction in New Zealand in the year 1893 by one of Mr. Jones's" [meaning thereby the plaintiff] "mortgagees" [meaning thereby Mr. Plimmer], "and was bought by Mr. Hopkinson" [meaning thereby the defendant Charles Caesar Hopkinson] "and myself" [meaning thereby the defendant Flower] "jointly at the sale." The said W. J. Davies was in negotiation with the plaintiff for the sale or dealing with the Mokau Estate, but in consequence of the publication of the said slander the negotiations with the said W. J. Davies fell through. The defendant firm by the words set out in the preceding paragraph intended and did in fact prevent the sale or dealing with the said estate by the plaintiff to the said W. J. Davies.

22. In or about the month of May, 1896, the defendants Flower and Hopkinson, through their agent the co-mortgagee G. H. Hopkinson (who was a co-mortgagee of the defendant Charles Caesar Hopkinson), falsely and maliciously and fraudulently, in breach of their duty as trustees for the plaintiff, did present a false report of one Wales on the Mokau Estate to one Williams, a solicitor, a member of the firm of Williams and Neville, of Winchester House, E.C. The said Williams was at the said time acting both on his own behalf and as a solicitor and agent for the West Australian Mining Company (Limited), who with the said Williams were negotiating with the plaintiff for the purpose of or dealing with the said Mokau Estate. The said report was false (*inter alia*) in that it described the coal-measures on the said Mokau Estate as being of "little or no value," and that the said coal when dug out of the ground "desiccated." Also that "there were none of the valuable ironsands of Taranaki" on the property. The said report was false to the knowledge of all the defendants.