

*Particulars.*

In the year 1895 the defendants supplied to one James, of Loughton, a series of reports in which it was stated (*inter alia*) that the said coal was "of great value both for steam and household purposes," and that the said coal was a hard, bright, clean coal (meaning thereby that it did not desiccate). At the said time the defendants had in their possession the said untrue report of Wales, but they did not include it with the other reports. The said report of Wales was published by the defendants as aforesaid for the sole purpose of frustrating the plaintiff in obtaining the necessary sum of £5,000 either from the West Australian Mining Company (Limited) or from the said Williams, or from any other person, by the 16th June, 1896, as required under an order of the Chancery Division of this honourable Court dated the 26th February, 1896, which required the said sum to be supplied before the said 16th day of June. In consequence of the publication of the said report the plaintiff was unable to procure the said sum of £5,000, and the defendants were accordingly placed in a position to and did in fact obtain an order for foreclosure absolute upon the said property dated the 26th June, 1896.

23. On the 7th April, 1898, the defendant Hopkinson falsely and maliciously wrote and published to Messrs. Davies and Co., of St. Mary Axe, London E.C., the following words: "We" [meaning thereby himself and the defendant Flower] "must tell you, however, that we" [meaning thereby the defendants Flower and Hopkinson] "are negotiating for the sale of the property. There is any amount of magnetic sand on seashore belonging to us" [meaning thereby that the said defendants Flower and Hopkinson were the absolute owners of the said Mokau Estate]. In consequence of the publication of this letter the negotiations then pending between the plaintiff and Messrs. Davies fell through. The defendant Hopkinson by publishing 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 Messrs. Davies and Co.

24. In or about the month of June or July, 1899, the plaintiff was in negotiation with Mr. O'Hagan, of Central London Contract Corporation, of 2 and 4 Tokenhouse Buildings, E.C., and while the said negotiations were pending the defendants falsely and maliciously and fraudulently in breach of their duty as trustees published certain advertisements of a sale of the said Mokau Estate at Tokenhouse Yard, in which the defendant Flower and the trustee in bankruptcy of the defendant Hopkinson were described as selling as "beneficial owners," and in consequence of such publication the said O'Hagan declined to proceed with the negotiations. The defendants intended by such publication and did in fact prevent the sale or dealing with the property by the plaintiff to the said Mr. O'Hagan or to any other person.

25. In or about the month of May, 1898, at No. 3 Regent Street, S.W., the defendant Flower in the presence of the defendant Hopkinson falsely and maliciously spoke and published to one Daly, of Chalmers, Wade, and Co., of Liverpool and Lothbury, London, the words following: "We" [meaning thereby the defendants Flower and Hopkinson] "can give an absolute title to it" [meaning thereby the Mokau Estate] "irrespective of Mr. Jones" [meaning thereby the plaintiff]. "Mr. Jones is not a person worthy of credence, and any statement of his" [meaning thereby the plaintiff] "in respect of his" [meaning thereby the plaintiff] "having an interest in the equity" [meaning thereby the equity in the Mokau Estate] "should be disregarded." The said Daly was at that time negotiating with the plaintiff for the purchase of a portion of the said Mokau Estate on behalf of his said firm of Chalmers, Wade, and Co. and others, but in consequence of the publication of the said slander the said Daly broke off the said negotiations with the plaintiff. The defendants Flower and Hopkinson 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 Mr. Daly.

26. On the 24th February, 1902, the defendants Flower and Hopkinson, through Messrs. Flower and Flower, solicitors, of Mowbray House, Norfolk Street, Strand, London, of which firm the defendant Flower is the senior member, falsely and maliciously caused to be written and published of and concerning the said Mokau Estate in two letters to one A. J. Hughes the words following, that is to say,—

(a.) In a letter dated the 24th February the words, "As you again mention the name of Mr. Joshua Jones" [meaning thereby the plaintiff] "the sooner that person's position, which he persistently tries to ignore, is made quite clear to him the better for him and for all parties concerned. We remind you that the property" [meaning thereby the said Mokau Estate] "was sold and conveyed to our clients" [meaning the defendants Flower and Hopkinson] "in 1893 with the approval and direction of the Supreme Court of New Zealand."

(b.) In the letter undated but written shortly after the words, "Mr. Jones's" [meaning thereby the plaintiff] "assertions are absolutely valueless. Our client's title in the colony" [meaning thereby the title of the defendants Flower and Hopkinson to the said Mokau Estate] "is clearly established by the conveyance which was executed to them" [meaning thereby the defendants Flower and Hopkinson] "with the approval and by the direction of the Supreme Court of the colony in 1893." The said A. J. Hughes was at that time negotiating with the plaintiff for and on behalf of one George Davies, J.P., of Aberystwyth, for the purchase of or dealing with the said Mokau Estate, but in consequence of the said letters the said negotiations were broken off.

27. In or about the month of March, 1903, the plaintiff was negotiating and subsequently entered into an agreement with one James Parker, of 5 Whittington Avenue, Leadenhall Street, for the sale to him and other persons of a portion of the said Mokau Estate at the price of £200,000. In or about the month of May, 1903, the defendants Flower and Hopkinson falsely