

and maliciously wrote and published, and (or) caused to be printed and published in certain other advertisements and conditions of sale of the said Mokau Estate, a further repetition of the said slanders on the plaintiff's title therein by repeating in the conditions of sale thereof the words above complained of in paragraph 24—to wit, that the said Wickham Flower and the said trustee in bankruptcy were "beneficial owners" of the said Mokau Estate. On the 15th June, 1903, a letter written by Messrs. Jerome and Carpmael on behalf of the defendants Flower and Hopkinson to Messrs. Paines, Blyth, and Huxtable, who were acting as solicitors for the said James Parker, published the words, "Mr. Jones" [meaning thereby the plaintiff] "was divested of the property" [meaning thereby the Mokau Estate] "by a deed executed by the direction of the Supreme Court of New Zealand."

28. In consequence of the publication of the said advertisement of sale and the said letter the negotiations were cancelled. The defendants by the publication of the said advertisement of sale and 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 James Parker.

29. The defendant firm in publishing or causing to be published all the slanders alleged therein to have been published by them and (or) caused to be published the same partly in their own interests and partly as agents to the defendants Flower and Hopkinson, and the defendants Flower and Hopkinson gave their authority and consent to the publication of the said slanders.

30. The defendant firm were throughout the proceedings above set forth, up to the 25th July, 1899, acting as solicitors to the defendants Flower and Hopkinson, who are in the correspondence referred to described by the defendant firm as "our clients." The defendants Flower and Hopkinson were in constant communication verbally and in writing both with each other and with the defendant firm, and the defendants and each of them were aware of the successive steps taken. The entire correspondence is or was in the hands of the defendants.

31. In publishing the said slanders on and denials of the plaintiff's title in the said Mokau Estate as aforesaid the defendant Wickham Flower was acting fraudulently in breach of his trust aforesaid, and the defendant firm were acting fraudulently in breach of their duty as solicitors on behalf of the plaintiff and trustees for him, and the defendant Charles Cæsar Hopkinson was acting fraudulently in breach of his duty as mortgagee of the said property and trustee thereof for the benefit of the plaintiff.

32. By reason of the said slanders on and denials of the plaintiff's title as aforesaid the value of the plaintiff's title and interest in the Mokau Estate has been so diminished that the plaintiff will never be able to obtain on a sale thereof the true value or anything like the true value thereof, and the plaintiff has since the 8th April, 1893, been and still is deprived of his enjoyment in and right of possession of the said property and of the rents and profits derivable therefrom. The plaintiff has since been unable to find any purchaser for the said property owing to the said slanders.

**The plaintiff claims—**

Under paragraph 13 hereof, the sum of £150,000, together with interest at the rate of 5 per cent. per annum from midsummer, 1894, down to the date of the writ—to wit, £73,000:

Under paragraph 27 hereof, the sum of £200,000, together with interest at the rate of 5 per cent. per annum from March, 1903, to March, 1904—to wit, £10,000.

**And the plaintiff claims—**

(1.) Damages:

(2.) An injunction restraining the defendants and each and (or) all of them from repeating and republishing and causing to be repeated or republished the said or any slanders of the plaintiff's title in the Mokau Estate.

W. CLARKE HALL.

Delivered as amended on the 16th day of May, 1904, by Lewin and Co., of 32 Southampton Street, Strand, solicitors for the plaintiff.

**EXHIBIT N.**

The West Australian Mining Company (Limited),  
257 Winchester House, Old Broad Street, London E.C., 23rd September, 1895.

DEAR SIR,—

Re *Mokau Estate, N.Z., 50,000 Acres.*

Having inspected your plans and reports of this property, we desire to say that we are prepared to consider an offer to purchase your interests in the same provided the amount of purchase-money, as stipulated by yourself, does not exceed £200,000 in a capital of £500,000, say half in cash and half in shares or debentures, and if the latter at bearing not more than 4 per cent. interest; our company to have a free hand in placing the matter before the public, with your best assistance. Out of the £500,000 the sum of £100,000 will be devoted to working capital.

You will be good enough to let us know at your earliest convenience whether this suggestion meets your views, and we shall be prepared to consider the business as soon as your position will enable you to get a title to the satisfaction of our solicitors. In the event of a purchase being effected we see no objection to the payment of an instalment of £20,000 in cash as required by you as deposit on the purchase-moneys.

Yours, &c.,

H. J. E. BYRNE, Secretary.

Joshua Jones, Esq., 10 Brownlow Street, Holborn, W.C.