

immediate superior, Mr. Justice Parker, without adjudicating upon the matter in any way. As his proposal accorded in my opinion with your instructions I assented.

4. Messrs. Flower and Flower knew some time prior to your leaving England that you were sailing for New Zealand on the 28th December, 1907, and my then principal, Mr. F. M. Spencer Lewin, informed me that upon his giving this information to them in early December, 1907, they promised him they would do nothing that would prejudice you. Their selling the property to Mr. Herrman Lewis is considered here to be directly contrary to such promise.

5. In the course of investigating your case I found it to be the fact that a brother of Mr. Charles Caesar Hopkinson had secretly handed a bad report on the property, by one Wales (and obtained at the instance of Flower), to a Mr. Williams, the solicitor of the West Australian Mining Company, just in time to stop the company finding the £5,000 required by order *nisi* in the year 1896. I was also, on or about the 24th July, 1904, informed of these facts by Mr. George Thomas Bean, formerly Chairman of the West Australian Mining Company. This fact has been mentioned to the Court several times, and has never been repudiated by Flower's executors.

6. I was informed by Messrs. Doyle and Wright in May, 1906, that a bad report had been produced by a Mr. Seward (which was the report by the said Wales) which caused a great delay in the negotiations then pending, and I am informed and believe that from time to time the recurrence of this bad report has frustrated and greatly hampered negotiations by you and on your behalf. Financiers in England are difficult to induce to engage in transactions where the assets are so distant, and this bad report had much greater influence owing to the difficulty of investigation. People decided that, although the transaction might be genuine enough, it would be better to engage in the many other matters in the market about which no scandal (false or true) existed. The mere fact that Wales's report put an intending purchaser on investigation was sufficient to cause many to dismiss the matter. It was useless to point out that Wales had reported both ways and was therefore dishonest. Your matter was thrown over in favour of others about which there was no such necessity of distant investigation, and with intending negotiators this one report outweighed the many favourable reports by weighty persons, as it seemed strange to them that a property reported as so valuable should be so slurred. I have no direct evidence that Flower's executors circulated this report after the compromise with you, but the fact that it had been circulated was always brought to the notice of parties investigating the matter since the compromise (by what means I do not know), and the general effect was to make them "freeze off." The constant and varied litigation which was reported from time to time in the Press also made people chary of dealing; and when, after this, they became aware of Wales's report its effect was much more serious.

With regard to your last request for any other statement with which I might assist the Commission, questions of length prevent my stating all that suggests itself to me, but I can emphatically say that I and many others were strongly of opinion that the many extraordinary devices, slanders, and bad treatment used towards you and your property never at any time gave you anything like a fair chance of beneficially disposing of the award accorded to you by New Zealand. That you had value to dispose of all were convinced. The majority seemed disposed to join in plundering you, and those who had means and were disposed to deal honestly by you were rendered timorous and withdrew, owing to the litigation and slanders circulated about you, the outstanding and most concrete of which was Wales's report. The result was that in this country your estate was a curse to you, as it brought you nothing but suffering and anguish, and you did right to return to your colony, where the jurisdiction and material for fair and equitable judgment of your matters exists so much better than here.

Joshua Jones, Esq.

I am, &c.,

J. W. H. JENKINS.

#### EXHIBIT JJ.

HIGH COURT OF JUSTICE, CHANCERY DIVISION.

London, 1st November, 1907.

*Jones v. Flower's Executors.*

UPON motion being made by Mr. Ashton on behalf of the defendants on 1st November, 1907, to stay the action upon the ground of it being frivolous and vexatious, the Court dismissed the motion, and made the following order:—

In the High Court of Justice, Chancery Division.—Mr. Justice Parker.—Between Joshua Jones, plaintiff, and Sarah Jane Lefroy, wife of the Rev. Anthony William Hamon Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott Moncrieff, defendants.

Upon motion this day made unto this Court by counsel for the defendants that this action might be dismissed on the grounds—(a) that it is frivolous and vexatious and an abuse of the process of the Court; and (b) that all the matters in respect of which this action was brought were before the commencement of this action agreed to be referred to the Honourable Mr. Justice Bingham; and upon hearing counsel for the plaintiff; and upon reading the writ of summons issued in this action on the 7th August, 1907, an affidavit of Ralph Wickham Flower, filed the 17th of October, 1907, and the exhibits therein referred to, the exhibit R.W.F.1 being a certified copy of a memorandum of mortgage dated the 27th July, 1906, in the said writ mentioned, the following affidavits filed the 23rd of October, 1907, namely—(1) an affidavit of Stanley Edwards, and (2) an affidavit of James Edward Hogg, and (3) an affidavit of the plaintiff filed the 31st of October, 1907,—