

8. The said Robert Port has recently stated to me, George Elliott Barton, that the defendant, Alexander Johnston, and the said Charles John Johnston, were led by him to believe that he was acting for them; but he also declared to me that in reality he was acting solely on behalf of and in the interests of the plaintiff; which said last-mentioned statement I believe to be false, and that he was acting as the agent and in the interests of the defendant and the said Charles John Johnston; and I feel strengthened in this belief by the following facts:—

9. On the second day after the verdict had been given I met the said Robert Port, who told me he was authorized to give Mrs. Leach, the plaintiff, two hundred pounds in full settlement of all her claims and interests, and that he was going to offer it to her; and he asked me if I would get her to accept it; and he also said that it was not right for Charles John Johnston to have sat on the said jury, as he was interested in the matter. Whereupon I told the said Robert Port that I intended to move to set aside the verdict, and that I meant to stand by the plaintiff and prevent her being cheated out of her rights. And I now find that it was after this conversation that the said Robert Port used the threats aforesaid, and induced the plaintiff to sign said agreement, without taking my advice or waiting to see me on the subject, by causing her to believe that I was about to desert her.

10. On the twenty-fourth day of July instant, and before the signing of the said agreement by Mary Leach, I wrote and sent to Messrs. Brandon and Son a letter, whereof the following is a copy:—

“Brandon Street, 24th July, 1878.

“DEAR SIRS,—

“*Leach v. Johnston.*

“I understand that Mr. Johnston, who was on the jury in this case, is a trustee for Mrs. Burnes, who is a co-owner with defendant. Is this the fact? Mrs. Leach is with me while I write this note, and she informs me that Mr. Port, on behalf of defendant (and who is another of the jury), went to her last night to induce Mrs. Leach to give up possession and take compensation, two hundred pounds, which John Johnston would pay. This was to be done behind my back, and, I presume, without payment to me of my costs. I now give you notice that any proposal of settlement must be through me—that I have possession of the leases, and that I claim my lien.

“I do this, not choosing to be treated as your client endeavours to treat me, even were I to hand over the whole amount to Mrs. Leach or the benevolent asylum five minutes afterwards.

“Messrs. Brandon and Son.”

“GEORGE E. BARTON.

11. On the twenty-sixth day of July instant the plaintiff, Mrs. Leach, came to me to be advised, and she then informed me of the fact that she had signed the agreement at the solicitation of the said Robert Port, and informed me of what she believed to be the purport thereof, but stated that she was apprehensive she would not be fairly dealt with, and requested me to take measures for her protection; whereupon I at once prepared a demise of all her leasehold interests at Pollhill's Gully, less one day of the term thereof, to myself, and caused the same to be forthwith registered; and I then wrote to the defendant and Charles John Johnston the following letter, which was delivered to the defendant and Charles John Johnston:—

“SIRS,—

“Brandon Street, 26th July, 1878.

“I hereby give you notice that Mrs Leach has demised to me her leaseholds at Polhill's Gully, now in her possession, and I further give you notice that I have forwarded same lease to the office for registration of deeds. I also give you notice that I have possession of the two leases, dated respectively the 26th July, 1862, and 12th July, 1872, produced by me at the trial of *Leach v. Johnston*, and now in Court, exhibits in the cause. I also give you notice that I claim a lien on the leases and documents for the costs due to me by Mrs. Leach.

“Mrs. Leach has informed me of the agreement which Mr. Port made, and which he informs me he made on her behalf, a statement which I disbelieve: It was that she should receive from you four hundred pounds, and on receiving it sign a surrender of her leases, excepting her hay paddock, you giving her the right to remove her house, and stockyards, and buildings, &c., and to retain possession of the whole leasehold property for six months from the completion of the arrangements.

“From what Mr. Port tells me, the written agreement signed by Dr. Johnston is silent upon several matters.

“When Mr. Charles John Johnston was sworn in as a jurymen to decide a cause in which he had a direct interest, and when Dr. Johnston sat at the table witnessing so disgraceful a transaction, you must both have been aware that Mr. Charles John Johnston's presence on that jury was contrary to the plainest principles of honor and justice. Of course such a verdict (given by a man himself a defendant virtually) cannot stand, and I am instructed to move to set it aside, with costs. I have advised Mrs. Leach that in my opinion the conduct of the parties concerned amounts to a conspiracy, and I have taken the demise from her above-mentioned and registered it, to put it out of the power of the conspirators to defraud either her or myself. Your conduct in negotiating the sale behind my back, notwithstanding the notice I sent to your solicitor, and through the threats and intimidation used to her by Mr. Port, I will not characterize as I ought perhaps to do.

“I require from you a copy of the agreement, or alleged agreement, signed by you and Dr. Johnston, and I also require you to admit or deny in writing the statement of the true agreement made by Mrs. Leach with Mr. Port on your behalf. I do not say whether I shall advise Mrs. Leach to adopt the arrangement, or to resist it. That will depend on my belief (yet to be formed) whether the bargain is a fair one, and for her interests.

“I cannot but express my surprise that men of great wealth and high position should be guilty of such acts towards an aged and poor widow now seventy years old.

“GEORGE ELLIOTT BARTON.

“Charles John Johnston, Esq., and Alexander Johnston, Esq., M.D.”

12. I have received no answer to the said letter.

13. The plaintiff signed and executed the said demise to me in the presence of Henry Samuel Fitzherbert, Henry Hope, and Elliott L'Estrange Barton; and I read over the same to her in their