

presence previous to her signing it, and she perfectly understood that she was so signing the same, in order that I might compel the said sum of four hundred pounds to be paid to me, and the said agreement to be carried out through me in case I should find that the memorandum of said agreement fairly embodied the arrangement made.

14. And I, Mary Leach, make oath and say that the statement above made concerning my acts and those of the said Robert Port and George Elliott Barton with me are true, and that I believe the remaining statements to be true.

GEORGE ELLIOTT BARTON.

MARY (her x mark) LEACH.

Sworn at Wellington, this thirtieth day of July, one thousand eight hundred and seventy-eight, by the said George Elliott Barton, and by the said Mary Leach, in my presence, the said affidavit having been first read over to the said Mary Leach in my presence, and she appearing perfectly to understand the same, after which she signed it with her cross in my presence:—

H. S. FITZHERBERT,

A Solicitor of the Supreme Court of New Zealand.

In the Supreme Court of New Zealand, Wellington District, between Mary Leach, plaintiff, and Alexander Johnston, defendant.

We, Charles John Johnston, of the City of Wellington, Merchant, Alexander Johnston, of the same place, Doctor of Medicine; and Robert Port, of the same place, Merchant; severally make oath and say:

And I, the said Charles John Johnston, for myself, say:

1. That one Adam Burnes, formerly of the City of Wellington aforesaid, died in Sydney, in New South Wales, in or about the month of June, one thousand eight hundred and seventy-six.

2. That Mary Jane Burnes, his widow and sole devisee legatee was, at the time of the death of her husband, in Sydney aforesaid.

3. That the said Adam Burnes was possessed of certain policies of insurance on his life, and of a lease of certain land in Wellington, which contained a provision for the purchase of the freehold within a certain time.

4. That the said Mary Jane Burnes, not being desirous of returning to New Zealand, requested me to take such steps as might be necessary to obtain payment of the assurance moneys, and complete the purchase of the freehold of the land in the lease before mentioned.

5. That I was advised that it was necessary that probate of the Will of the said Adam Burnes should be granted; and a power of attorney was accordingly executed by the said Mary Jane Burnes, authorizing me to prove the said Will of the said Adam Burnes in the colony as her attorney; and on application to this honorable Court probate was granted to me accordingly.

6. That I obtained payment of the money before mentioned, and completed the purchase of the said land, and, having done so, and the said Mary Jane Burnes returning to New Zealand in the month of November, one thousand eight hundred and seventy-six, I concluded that all my duties as attorney for the said Mary Jane Burnes ceased.

7. That, on leaving the jury-room, Mr. Port, with whom I chanced to pass out, said, "What a pity that the case wasn't settled by arbitration, as I settled mine." I simply agreed with him, and hurried away. Next morning Mr. Port came to my office and said, "I have been thinking over this matter of Mrs. Leach, and I shall be glad if I can help to settle it." I said, "It will be a good thing, but, as I have nothing at all to do with the matter, you had better go to Dr. Johnston;" and he went. Some little while after, both Dr. Johnston and Mr. Port came to me, Dr. Johnston saying, "Port says you advised a settlement of this case." I replied, "No, I did not; but, as Mr. Port informs me that he has some influence with Mrs. Leach in consequence of her friendship with his late wife, and is willing to use it for the purpose of saving further costly litigation, I sent him to you." Some discussion then took place, to which I paid no very great attention; but I remember Dr. Johnston refusing to sign an agreement, already, I believe, signed (by her mark) by Mrs. Leach, because the land included was not the whole fifty (50) acres. After further talk, Dr. Johnston said, "I will give three hundred pounds for Mrs. Leach's interest in the leases;" which Mr. Port said he did not believe she would accept. Then the two left. Subsequently I met the defendant and the said Robert Port in the street, and the defendant said, "I have just told Port that, rather than have any further trouble in the matter, I have offered four hundred pounds." I said, "It is an absurd price," to which the defendant replied that he "would rather the old woman got a hundred or so out of him than the lawyers."

And I, Alexander Johnston, the above-named defendant, for myself say as follows:—

8. That the trial took place on the twenty-second day of July last.

9. That Robert Port came on the following day and told me that in the Judge's direction to the jury he had said that the action was on a wrong basis, and that it was possible that another might be brought. In order to prevent further litigation, he had spoken to one or two of the jurors, among whom was the said Charles John Johnston, as to whether some arrangement could not be made to prevent this. He said he did this without hope of fee or reward, and only on account of his feeling for Mrs. Leach, in the hope of sparing further expenses. I said we would go to the said Charles John Johnston, and, if he concurred in the idea that, after what the Judge had said, another action might be brought, I should be prepared to come to some arrangement.

10. That the said Robert Port subsequently came to me, and we went to the counting-house of the said Charles John Johnston, and after some conversation with him on the matter I told him the said Robert Port that I would give her three hundred pounds. He then left me, and came the next day with an agreement to sell twenty-five (25) acres only for three hundred pounds. I then told him that I would not entertain it; I thought the arrangement was for the fifty (50) acres, and would treat only on the basis of buying the fifty (50) acres, and not the twenty-five (25) acres only; when the said