

Robert Port said he was sure she would not take that, and that he would wash his hands of the matter. They left together, and on the street, being anxious to make an arrangement, I told the said Robert Port that, if he could make terms, I would even give four hundred pounds, saying, at the same time, that I would sooner the old woman had the hundred pounds than the lawyers. The said Robert Port then left me. The next time I saw him he gave me the memorandum executed by Mrs. Leach, and said he had promised, on my part, that she should have the use of the house and garden for six months rent free; and, after that, if she remained, she was to pay such rent as might be agreed upon—that is, for house and garden.

11. And I furthermore state that I have always considered and do consider Mrs. Burnes as the sole person interested under her late husband's will, and I alone have dealt with the Polhill's Gully leases for her and my own benefit.

And I, the said Robert Port, for myself say:

12. That I am not personally interested on either side in the above action, and that what I have done in such matter has been only in a friendly feeling towards Mrs. Leach, having known her and her family for years.

13. That I was one of the special jurors on the last trial, and I said to the deponent, Charles John Johnston, who was also a juror on the said trial (on coming out of Court), that the case should have been settled by arbitration, the same as I had myself settled a dispute between Mr. Baker and myself.

14. That, on the following day, I waited on Mrs. Leach and asked her, if I could get her one hundred pounds or one hundred and fifty pounds to settle the matter, "would she be agreeable." To this she assented. I then waited on the said Charles John Johnston, and he said he thought it would be a good thing could it be settled in that manner; but that he had nothing to do in the matter, but advised me to see the defendant, Dr. Johnston; which I did, and he (the defendant) accompanied me to the counting-house of the said Charles John Johnston, where, after some discussion, I got the defendant to agree to pay three hundred pounds.

15. I made out a memorandum of agreement purporting to be between the said Mary Leach and the defendant, whereby he was to give her three hundred pounds for her interest in the lease; but, on showing him the agreement, he said it was the fifty (50) acres, and not the twenty-five (25).

16. The said Alexander Johnston and I then came out into the street together, and I said to him I should have nothing more to do with it, and would trouble myself no further in the matter; upon which defendant said he would rather that the old lady should have a hundred pounds than give it to the lawyers, and that he would give four hundred pounds for the fifty (50) acres.

17. That I then got a memorandum of agreement made out, and soon afterwards called on the said Mary Leach and asked her about the lease, and she said, "I have two leases—one for fifty acres, and the other for my hay-paddock." I told her I was acting solely out of kindness and regard for her interest, and that I might rent the hay-paddock myself for the remainder of the term, and I should get the defendant to give her six months to move her house from the ground to be given up.

18. That the said Mary Leach affixed her mark to the agreement, and I brought it to the defendant, and accompanied him to the office of his solicitors, Messrs. Brandon and Son, and saw him duly execute the same, promising at the same time to let me have a copy of the agreement, which I have since received.

19. And I further swear that I have read the affidavit of George Elliot Barton in this matter, filed in the Supreme Court on the thirtieth day of July last, and I most positively deny all the allegations in the seventh paragraph, except that I represented to her the said Mary Leach that I was acting for her sole benefit and on her behalf, and not on behalf of the said Alexander Johnston and Charles John Johnston.

20. That I also positively deny the statement made in the eighth paragraph, "That I had recently stated to the said George Elliott Barton that the defendant, Alexander Johnston, and the said Charles John Johnston were led by me to believe that I was acting for them."

21. That the following is a copy of the agreement referred to, and to which Mary Leach, after the same was read over and explained to her, affixed her mark in my presence:—

MEMORANDUM of Agreement made the twenty-fourth (24th) day of July, 1878, between Mrs. Leach, of Wellington, in the Colony of New Zealand, Dairykeeper; and Alexander Johnston, M.D., of Wellington aforesaid:

I, Mary L. Leach, agree to take the sum of four hundred (£400) pounds sterling for all my interest in remainder of lease of fifty acres (50A.) of land situate in Polhill's Gully aforesaid, City of Wellington, and agree to waive all further claims on the said Alexander Johnston, M.D., up to date in respect to said land in consideration of the sum before mentioned.

Witness—Signed in the presence of R. Port—

MARY L. LEACH (her x mark).

I, Alexander Johnston, M.D., agree to pay to Leach the sum of four hundred (400) pounds sterling for all her interest in remainder of lease of fifty (50) acres land situate in Polhill's Gully aforesaid, City of Wellington; she, on her part, agreeing to waive all further claims on me in respect to the within-mentioned land.

ALEXANDER [ls. stamp] JOHNSTON, M.D.

C. J. JOHNSTON.

ALEXANDER JOHNSTON, M.D.

R. PORT.

Severally sworn at the City of Wellington, this sixth day of August, one thousand eight hundred and seventy-eight, before me—

W. H. QUICK,
A Solicitor of the Supreme Court of New Zealand.