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British Guiana, should be declared null and void; (*b*) an order that a contract of sale of the said properties made between the Respondent Hubbard and the Respondent Humphrys on the 18th of February 1919, and a contract of sale of the said properties made between the Respondent Humphrys and the Appellants on the 19th of February 1919, should stand and be declared valid and binding upon the Respondent Hubbard; (*c*) an order that the said properties should be transferred from the Respondent Hubbard to the Respondent Humphrys, and from him to the Appellants, on payment by the Appellants of the balance of the purchase price; and (*d*) alternatively an order declaring that the Respondent Humphrys was the agent and/or trustee for the Respondent Hubbard in the sale of the properties to the Appellants, and that the sale by him to the Appellants was binding on her, and that she be compelled to transfer the properties to the Appellants on payment of the said balance of the purchase price.

p. 8, l. 20.

4. The defence raised by the Respondents Hubbard and Emory was, in substance, that the sale by the Respondent Hubbard to the Respondent Humphrys was a sale by her to a person who was in a fiduciary relation with her as her legal adviser and solicitor; that he, as such legal adviser and solicitor, was acquainted with the nature and value of the property sold, and withheld his knowledge from her; that the Respondent Hubbard was under his influence and had no independent advice; and that the sale was accordingly null and void and not enforceable against her.

p. 14.

5. The defence raised by the Defendant Humphrys was, in substance, that when he sold the properties to the Appellants it was agreed that, should he be unable to complete, the Appellants should have no claim against him except for the return of a deposit of $500, which he had offered to return; and that he had already sued the Respondent Hubbard in British Guiana for specific performance of her agreement to sell the property to him, and the Court had held that that agreement was not enforceable against her by reason of the relation of counsel and client between them.

p. 62, l. 28.

6. In an action commenced before the action the subject of this Appeal, the Appellants sued the Respondent Hubbard, claiming against her an injunction to restrain the passing of transport of the properties in question to the Respondent Emory, and the two actions were consolidated by an order made by consent on the 12th of July 1920.

7. The main questions at issue, therefore, are whether the relations between Humphrys and Mrs. Hubbard, and the conduct of Humphrys and the nature of the bargain between them were such that the sale was void or voidable and unenforceable on the principles applicable to the dealings of a solicitor with his client; whether Mrs. Hubbard subsequently confirmed the transaction with knowledge of the facts; and whether the Appellants are debarred from the relief claimed by reason of the relations between Humphrys and Mrs. Hubbard, or by reason of their own conduct in the matter.

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8. The Appellants are a Company incorporated in British Guiana on the 18th of September 1916, with the object of mining bauxite and extracting certain minerals therefrom. They held, and hold, large areas of land in the Colony, and the two parcels of land now in question lie between lands belonging to them. The Respondent Hubbard is a widow, and was, in January 1919, the owner of the two parcels; as to one undivided half of them under the will of her late husband Thomas Hubbard, and as to the other half by purchase from one Catherine Van Sertima, to whom that half had been devised by the said will. The Respondent Humphrys was, and is, a barrister-at-law practising in British Guiana, with the right under the local law to practise also as a solicitor in such matters as the preparation of legal documents, the conduct of sales and other matters of conveyancing. He was a proxy director of the Appellants. The Respondent Emory was a local manager of the Appellants from January 1917 till November 1918. He then left and joined the American Army and returned to British Guiana about January 1919.

p. 1, l. 7.
p. 82, l. 4.
p. 34, l. 1.
p 190.
p. 108.
pp. 133, 134, 135.
p. 15, l. 32.
p. 92, l. 12.
p. 17, l. 37.
p. 46, l. 9.
p. 30, l. 26.

9. The Appellants called as witnesses the Respondent Humphrys, Joseph Arthur King (the Chairman of the Appellants), A. G. King (the Solicitor to and Assistant Secretary of the Appellants), Herbert A.N. Burrowes (the co-executor with the Respondent Hubbard under the will of Thomas Hubbard), and David J. A. Spence. The Respondents called no evidence. The case was heard before Mr. Justice Berkeley on various dates between the 13th of December 1920 and the 22nd of February 1921, and the material facts as shown by the evidence were as follows.

p. 15 *et seq.*
p. 38 *et seq.*
p. 33 *et seq.*
p. 17, l. 24.
p. 45 *et seq.*
p. 52 *et seq.*
p. 60 *et seq.*

10. Thomas Hubbard died on the 29th of September 1915, and Burrowes and Mrs. Hubbard were the executor and executrix of his will. On the instructions of Burrowes, and for agreed fees paid out of the estate, Humphrys acted for them in the matter of obtaining probate, the obtaining of the estate from the curators of Thomas Hubbard (who was of unsound mind when he died), the payment of legacies and the like.

p. 125, l. 33.
p. 109, l. 6.
p. 16, l. 8 *et seq.*
p. 28, l. 45.
p. 92, l. 17.
p. 41, l. 10.

11. Burrowes was Deputy Colonial Treasurer, had held powers of attorney for absentee proprietors, had sold many properties jointly with other attorneys, was an intimate friend of Thomas Hubbard, and had been one of the curators of his property since 1909. He was a cousin, and a great friend, of Humphrys.

p. 52, l. 12.
p. 53, l. 41.
p. 57, l. 26.

12. Mrs. Hubbard was about 63 or 68 years of age (her age is differently stated in different places in the Record), and appeared, from Burrowes' evidence, to have taken an intelligent interest in the management of the estate, and to have shown strength of character. According to him she had a strong will, and was very strong-minded and "would not be led by most people, including myself."

p. 52, l. 19.
p. 52, l. 34.
p. 55, l. 10.

13. Humphrys first met Mrs. Hubbard in October 1915, when she and Burrowes came together to his office, and she expressed gratitude to him for having obtained probate of the will, for there was another will

p. 16, l. 7.
p. 29, l. 1.