RECORD

under which little of the estate would have been left to her. One of the matters dealt with was the half share of Catherine Van Sertima in the properties now in question. In the inventory for Estate Duty sworn to by Burrowes, those properties were valued at $1,500; an offer was made by Burrowes to Catherine Van Sertima to buy her share for $750, and it was in March 1916 bought from her for $900; but transport had not been passed at the date of the trial. Humphrys got the figure of $1,500 from Burrowes who had had the valuation made by a broker; and Humphrys stated that he had no personal knowledge of the value of the properties.

p. 16, l. 23. p. 127, l. 44. p. 16, l. 30. p. 131. pp. 132, 135, 137. p. 41, l. 42. p. 27, l. 37. p. 29, l. 18. p. 41, l. 45.

14. Humphrys also acted as counsel on behalf of Mrs. Hubbard and Burrowes in two actions, namely: (1) an action, brought in August 1916, by one, J. T. Hubbard, against them and others claiming that the said will of Thomas Hubbard be set aside; which action was heard at the end of May 1919 and was finally decided in their favour by the Appeal Court on December 12th, 1919; and (2) an action brought in April 1916 by Adriana Gravesande and others against them claiming an account and payment on the ground that the Plaintiffs were entitled to a part of the estate of Thomas Hubbard, which action was decided in favour of Mrs. Hubbard and Burrowes in June 1920.

p. 16, l. 38. p. 29, l. 27, 35. p. 138. p. 42, l. 8. p. 16, l. 42. p. 30, l. 29. p. 146. p. 17, l. 1.

15. In these actions Humphrys was instructed by Messrs. Cameron and Shepherd, solicitors; and was paid fees.

p. 16, l. 40, 46. p. 29, l. 38.

16. Humphrys also in 1915 performed for Mrs. Hubbard, without extra fees, two small services, namely, the drafting of a petition to the Governor for a pension and the interviewing of one of her tenants with a view to persuading him to leave; and in 1913 he had acted for Hubbard's curators in a prosecution of a man for larceny.

pp. 136, 137. p. 17, l. 3. p. 30, l. 6. p. 41, l. 19. p. 130. p. 30, l. 7. p. 52, l. 28.

17. In the course of all these matters Humphrys saw Mrs. Hubbard only about eight times; usually she was accompanied by Burrowes, but twice by a Mrs. Valladares (a niece).

p. 17, l. 7. p. 29, l. 32.

18. During the lifetime of Thomas Hubbard the Appellants' predecessor in title, Mr. McKenzie, had been buying properties up the Demerara River at an average price of $2.50 per acre for land which had indications of bauxite on it. J. A. King had also been buying land to connect up bauxite spots, and in 1914 had asked Burrowes, who was one of the curators of Thomas Hubbard, what he would take for the properties now in question, and Burrowes had mentioned $1,500 or $1,800, and King offered $1,500 for Aurora and $375 for the half of Semerie (which had an area of about 500 acres); but McKenzie would not let King buy, as there was no bauxite on them. Later on, in 1915, McKenzie arranged to buy for $500 mining rights and a right of way over Aurora, which Thomas Hubbard had originally bought for $261, and the curators obtained leave of the Court to sell; but Burrowes subsequently refused to carry out the bargain as Mrs. Hubbard objected, and a subsequent attempt at an agreement came to nothing and proceedings to enforce the Appellants' claim were interrupted

p. 33, l. 7. p. 45, l. 35. pp. 110, 111. p. 112, l. 36. pp. 112, 113. pp. 114, 115. pp. 116–125.

by the death of Hubbard and the disputes about his Will. Mrs. Hubbard's objection was based on distrust of J. A. King. The Appellants thereafter decided to buy the properties, if possible, in order to connect their other lands.

RECORD. p. 52, l. 35.

19. At the end of 1917 (or, more probably, in 1916) Humphrys, as a proxy director, was at the first meeting of directors of the Appellants and the Chairman, J. A. King, said to him after the meeting, "Humphrys, Mrs. Hubbard is a client of yours, isn't she?" Humphrys replied: "Yes, I attend court and represent her in certain actions against the estate," and stated the nature of the actions. King said: "You know lands of Aurora and Semerie which old Hubbard had; the Company had been trying to get them for some time. As a matter of fact we bought them twice and have not got them yet." After further conversation about the claim of the Appellants to have already bought the properties, J. A. King said: "Will you let us know if Mrs. Hubbard is going to sell." Humphrys replied: "All right, I will do my best for you, but you had better write me and make me an offer." No price was mentioned.

p. 19, l. 27. p. 34, l. 1. p. 34, l. 10.

20. Early in 1918 A. G. King orally asked Humphrys (as he was in touch with Mrs. Hubbard and he (King) did not know Mrs. Hubbard's address), if Mrs. Hubbard would take $3,000 for the properties now in question, and made an offer of that amount in writing on 23rd January 1918. Humphrys told Burrowes of this inquiry and offer, and Burrowes on a later occasion told him that she would not accept it. Humphrys had not seen Mrs. Hubbard herself on this matter up to that time.

p. 17, l. 22. p. 20, l. 1. p. 154. p. 46, l. 14. p. 50, l. 9. p. 51, l, 27. p. 20, l. 5.

21. Subsequently, at an interview, Humphrys mentioned to her this refusal, and she said that she did not wish to sell whilst actions were pending and, anyhow, would refuse $3,000. She said that J. A. King had tried to rob her by offering her $1,500 for right of way and mining rights, and now offered $3,000. Humphrys said that this $3,000 was for the whole property but she shook her head.

p. 17, l. 26.

22. In March or April 1918, A. G. King, on behalf of the Appellants and with the authority of Mr. Peotter, who was then their Managing Director, asked Humphrys to offer Mrs. Hubbard $5,000 and to tell her that it was the final offer. This offer Humphrys passed to Burrowes, who subsequently told him that Mrs. Hubbard said she would not sell whilst actions were pending. Humphrys told A. G. King of this reply. In his evidence, A. G. King said that the offer of $5,000 as a last (or final) price was genuine. Burrowes thought $5,000 a fair offer, and told Mrs. Hubbard so; and in his evidence he said that if it was his property he would have sold at that price. Up to the present no income had been received from it, except $63 for some timber.

p. 17, l. 32. p. 30, l. 24. p. 34, l. 27. p. 46, l. 8, 11. p. 53, l. 6. p. 46, l. 29. p. 46, l. 21. p. 53, l, 16.

23. In January 1919 Humphrys met the Respondent Emory, with whom he had only a casual acquaintance up to that time. Emory had recently returned to the Colony. After stating that he had severed his

p. 17, l. 39, *et seq.* p. 30, l. 26.