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connection with the Appellants and was in the Colony more or less on holiday, but was interested in bauxite on behalf of principals in America, he asked what was the Appellants last offer for the properties in question. Humphrys told him that it was $5,000, that it was their final offer, and that Mrs. Hubbard had refused it. Emory said that the properties were not worth more than $5,000 or $5,500 at the outside, as they had very little bauxite on them; and that their value to the Appellants was that they lay between their lands. He asked Humphrys to ask Mrs. Hubbard to give him (Emory) an option of buying them for $5,500. Humphrys said he could not, as J. A. King had asked him to give the Appellants the refusal of the highest offer; and Humphrys accordingly did not feel justified in getting an option for Emory without informing the Appellants, not only because of his promise to J. A. King, but because he was a proxy director of the Appellants. After further discussion, Humphrys said: "Emory, this is what I would do. The Bauxite Company say they will not give more than $5,000. You say $5,500 is outside value, and that amount you wish to obtain option for. I will ask Mrs. Hubbard if she will give me an option for $5,500. If I get it, I will tell Bauxite Company I have it, and ask if they intend to spring on their offer." Humphrys then told Emory that he would put the highest offer before the Appellants if any such offer was made by Emory, and let them say if they would take it or not. Emory said he did not think they would offer more than they had done, and Humphrys agreed, but "as lands are between lands of Company they might increase their offer."

p. 18, l. 15.

p. 30, l. 27.

24. Emory also asked Humphrys whether he would act for him in bauxite matters while he was away, and Humphrys replied that if he wanted him to do that he (Humphrys) would resign his proxy directorship. Emory said he would pay a retaining fee. Emory also, a few days later, asked Humphrys to keep for him some letters of credit; which Humphrys did.

p. 30, l. 32.

p. 17, l. 12.
p. 18, l. 24.
p. 30, l. 44.
p. 53, l. 10.

25. Humphrys accordingly asked Burrowes to ask Mrs. Hubbard to come and see him, as he (Humphrys) wished to make her an offer for the land. He told Burrowes that the amount was $5,500. On the 27th or 28th of January 1919 she came with Mrs. Valladares to Humphrys' chambers, but as Burrowes was unable to be present, she said she did not wish to discuss the matter unless he was there. To this Humphrys agreed, and the two ladies went away.

p. 18, l. 29.

26. On January 30th, 1919, Burrowes, Mrs. Hubbard and Mrs. Valladares, came to Humphrys' chambers. On coming in, Mrs. Valladares said that she and her aunt (Mrs. Hubbard) had been speaking over the matter, and they had decided to sell the lands, as they were not earning anything. Mrs. Hubbard asked the amount of the Appellants' last offer. Humphrys said $5,000, and therefore his offer of $5,500 was $500 in excess. He reminded her that the Appellants had said that $5,000 was their final offer. He told her some people in America might want to acquire the properties

p. 31, l. 42.

p. 53, l. 25.

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(that he made this statement was confirmed by Burrowes), and might, or might not, care to take them for more than $5,500, and therefore he (Humphrys) might, or might not, make a profit on the transaction, because the Bauxite Company, although they had said $5,000 was their last offer, might change their minds when they knew someone else was after it. He said that if she gave an option it must be for three months, and he was only prepared to pay $25 for it. After some discussion as to whether transport would be opposed owing to the pending actions referred to in paragraph 14 hereof, Humphrys agreed that if no transport was passed till the actions were concluded and Mrs. Hubbard was thus kept out of her money for a long time, he would, if he exercised the option, pay her interest on the $5,500 at 6 per cent. Burrowes said that was fair. (This was confirmed by Burrowes.) Mrs. Valladares was asked her opinion, and said to Mrs. Hubbard that she had better sell; Mrs. Hubbard said: "Yes, I think so," and Burrowes (who in his evidence said she already knew his opinion), on her asking him what he thought, said: "The lands are yours, and if you are satisfied I am satisfied." He (Burrowes) considered the offer a good one, and would have accepted it if the property had been his own. Humphrys, in his evidence, further said: "I told her any profit I made over and above $5,500 would be mine. There was no question of my selling for her. She knew profit was mine."

p. 54, l. 10.
p. 58, l. 23.
p. 53, l. 32.
p. 53, l. 25.
p. 53, l. 41.
p. 19, l. 12.

27. He further stated that he never advised or influenced Mrs. Hubbard to accept $5,500 for the properties. He knew bauxite was on them, but not in commercial and appreciable quantities. Nor did he know before January 31st, 1919, that competing purchasers were ready to acquire at a price far in excess of $5,500; the only two competing purchasers then known to him were Emory and the Appellants, and neither of them was beyond $5,500, though he thought there was a chance of the Appellants "springing over $5,500 when they knew someone else was in the field." He did not knowingly or consciously conceal anything from Mrs. Hubbard. He fixed $5,500 at Emory's valuation, as an outside value.

p. 28, l. 5.
p. 31, l. 1.

28. In cross-examination, Humphrys explained that he did not mention to Mrs. Hubbard that King had requested him to inform him if Mrs. Hubbard decided to sell, because it never occurred to him to tell her, as he was not conscious of the law relating to solicitor and client, and did not bring his mind to bear on the fact that he was dealing with a client. For the same reason he did not suggest that she should take independent advice. Because of her age, and because he had known her for a long time, he told her he might, or might not, make a profit. He did not mention Emory's name, or that Emory had asked him to get an option for him for $5,500. He told her that when the Appellants knew there was someone else in the field they might "spring on" their offer of $5,000; and that there was someone in America who might want to acquire the property. He told her that he was offering $500 more than the Appellants' offer in order to convey that the offer was not unreasonable. He thought, when he took the option, that he had a good chance of making a profit, but never thousands.

p. 31, l. 11.
p. 31, l. 31.
p. 42, l. 24.