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He thought of $200, $300 or $400, and from the information he then had he thought $5,500 a fair price. He admitted that if he had been acting for Mrs. Hubbard, and if Emory had objected to the option being taken in his (Humphrys') name, he would, as a lawyer, have told her that the Appellants and Emory were in the field for the purchase of the properties.

p. 45, l. 29.

29. Burrowes, in his evidence, said he did not look on Humphrys as legal adviser in the purchase of these properties, because he told Mrs. Hubbard he was purchasing for himself, and any profit he might make would be his. He, however, regarded him as legal adviser to the estate, and would have consulted him in any matter in which legal assistance was required.

p. 54, l. 5.

30. On January 31st, 1919, Mrs. Hubbard, as executrix and residuary legatee, signed an agreement giving Humphrys, in consideration of a payment of $25, the first option of purchase of the properties in question for $5,500, the option being for three months and transferable to any other person or company. The purchase price having been omitted by mistake, was inserted and initialed on February 1st, 1919. At the foot of the Agreement were the words "I agree to the above option being given," signed by Burrowes as executor. Humphrys, in February 1919, paid the $25. As was stated in the said agreement, transport had not yet been obtained for the undivided half bought from Catherine Van Sertima.

p. 19, l. 16.
p. 158.
p. 53, l. 36.
p. 19, l. 17.
p. 31, l. 34.
p. 159.

31. Humphrys, on the evening of the 1st February 1919, showed the option to Emory, who said he would go next day and see the land. Humphrys also told A. G. King two or three days later that he had got an option for $5,500, and A. G. King said he would tell J. A. King, his father. On February 5th, 1919, J. A. King wrote that he had heard of the option and was prepared to compete with others if there were competitors, and that he felt sure that Humphrys, after all that had passed and as a proxy director, would "play the game" with the Company.

p. 19, l. 20.
p. 160.

32. On February 3rd or 4th, A. G. King knowing that Emory was in the Colony, asked Humphrys whether Mrs. Hubbard would sell, and Humphrys replied that King had to deal with him (Humphrys) as he had an option.

p. 46, l. 30.

33. On February 6th, 1919, Humphrys met J. A. King, who said that the Appellants wanted the lands and that, though they had said that $5,000 was their last offer, a matter of $1,000 here or there was nothing to them, and he said that they would compete with other competitors, and that he hoped Humphrys was going to give them a fair chance of bidding. Humphrys replied that any offer made would be submitted to the Appellants before he closed with anyone else.

p. 20, l. 6.
p. 34, l. 5.

34. On some date, between the 1st and 12th of February, Humphrys saw Emory, who said he had been to the properties, and as a Bauxite proposition they were not worth more than $5,500 or $6,000 at the outside.

p. 20, l. 24.

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35. On the 12th February 1919, Emory telephoned to Humphrys, and, after a conversation which is set out on p. 20, line 16 *et seq.* of the Record, he offered, to Humphrys' surprise, to take an option on Humphrys' option for $11,000, and on the following morning Humphrys telephoned to A. G. King and told him this and was still more surprised when King made him a firm offer of $11,200 and $127 for transport expenses. It was also agreed that if for any reason Humphrys could not give transport, he was not to be liable to an action for damages, but was to refund the deposit of $500.

p. 20, l. 16 *et seq.*
p. 46, l. 40.

36. On February 13th, 1919, A. G. King confirmed in writing on behalf of the Appellants the Agreement to buy the properties for $11,200, $500 to be paid at once, and forwarded a cheque for $500 which Humphrys acknowledged on February 19th with, however, the proviso that he might not be able to give immediate possession.

p. 21, l. 43.
p. 47, l. 28.
pp. 162, 163.
p. 165.

37. Humphrys also on this day, February 13th, intimated to King his intention to resign from the office of proxy Director, and on the same day he wrote resigning, but at King's suggestion (though King said he did not remember this), dated his letter the 12th. This letter (which was lost) was acknowledged by A. G. King on February 20th.

p. 22, l. 6.
p. 48, l. 2.
p. 49, l. 8.
p. 48, l. 1.
p. 167.
p. 47, l. 43.

38. Humphrys then went and told Emory what had happened. Emory said the Appellants were fools, as the properties were not worth half that. Emory pointed out that he had put a lot of money in Humphrys' way, because it was only on account of his offer to take an option that the Appellants had paid so big a price. Humphrys agreed, and after some discussion, said he would pay all Emory's expenses coming to the Colony and returning and anything more within reason; and he required Emory to put the arrangement into writing, "because the first thing J. Arthur King will say is you and I put our heads together to make Bauxite Company pay so much for property." Letters were accordingly written and exchanged on the same day. In his letter Emory expressed disappointment at not obtaining the option, but said he understood Humphrys, position in giving preference to the Company; so, whilst not blaming Humphrys, he claimed that he (Emory) was largely responsible for the profit he (Humphrys) had made and felt that he was entitled to be reimbursed for his expenses and loss of time in coming to the Colony. In his reply, which he drafted in Emory's presence and read to him, Humphrys agreed that but for Emory he would not have got so good a price, said that he wished to be perfectly fair to him ("I would like you to feel that I have played the game fairly and squarely with you as I always endeavour to do with everyone, though from what I can gather the Demerara Bauxite Company do not consider that I am playing the game with them in making any profit out of this business, there we must agree to disagree") and agreed to pay Emory's expenses and reasonable remuneration up to $2,700. Emory replied on February 16th that he felt justified in naming that sum as necessary to reimburse him.

p. 21, l. 15.
p. 160.
p. 161.
p. 21, l. 34.
p. 163.