hereof and appointed his wife, Louisa Malvina Hubbard, the sole heiress to the rest and residue of his property wheresoever situate.

3. On the 31st day of January 1919 the first named Defendant, Louisa Malvina Hubbard, gave for valuable consideration to the second named Defendant, Hugh Chester Humphrys, an option in writing exerciseable within three months from the date thereof to purchase for the sum of $5,500 all her lands on the left bank of the Demerara River known as Aurora and Semerie, including that portion of the said lands which was devised by her husband, the said Thomas Hubbard deceased, to the said Catherine Van Sertima, and which she had purchased from the said Catherine Van Sertima, but had not yet received transport for.

4. The lands referred to in the said option are the same as are fully described in paragraph 1 hereof.

5. The said option was signed by the said first named Defendant as Executrix and Residuary Legatee under the last Will and Testament of the said Thomas Hubbard deceased, and agreed to and signed by Herbert Alleyne Nathaniel Burrowes, the other surviving Executor of the said Thomas Hubbard deceased.

6. Before the said 31st day of January 1919, to wit, on the 27th day of March 1916, the said Catherine Van Sertima, now deceased, sold her undivided half interest in the said lands bequeathed to her as aforesaid to the first named Defendant for the sum of $900 and received the sum of $200 on account of the said purchase money.

7. In the Official Gazette of the 1st April 1916, transport of the said undivided half interest in the said lands was advertised by the said Catherine Van Sertima to and in favour of the said first named Defendant. The said transport was opposed by one Joseph Thompson Hubbard.

8. The said Catherine Van Sertima died on the 28th August 1917, leaving a last Will and Testament whereby she confirmed the sale referred to in paragraph 3 herein and her executor, Alexander McIntosh, acted in accordance with the terms contained in the said Will.

9. On the 18th of February 1919 the second named Defendant exercised the said option and purchased from the said first named Defendant and the said first named Defendant sold to him the said properties hereinbefore described for the sum of $5,500, and the said second named Defendant paid to her the sum of $250 on account of the said purchase and agreed to pay the balance on the passing of transport.

10. On the said 18th February 1919 the said Hugh Chester Humphrys notified the said Louisa Malvina Hubbard that he had entered into an agreement to sell and transport the said properties to the Plaintiffs herein.

11. On the 19th February 1919 the said Hugh Chester Humphrys sold to the Plaintiffs herein and the Plaintiffs herein purchased from the said Hugh Chester Humphrys the said properties hereinbefore fully described for the sum of $11,200 and the Plaintiffs herein paid on the said date the sum of $500 on account of the said purchase.

12. Alternatively, the second named Defendant during the years 1917 and 1918 and up to and inclusive of the 19th February 1919 as the agent of the first named Defendant received offers from the Plaintiffs for the purchase by them of the said lands hereinbefore described and as such agent of the first named Defendant he effected the sale to the Plaintiffs mentioned in the last preceding paragraph for and on behalf of the first named Defendant.

13. Transport of the said properties could not be passed immediately owing to an action pending at the time in the Supreme Court by Joseph Thompson Hubbard claiming an Order setting aside the last Will and Testament of Thomas Hubbard deceased under which the first named Defendant herein and the said Catherine Van Sertima inherited the said properties and it was verbally agreed that the transport should stand over until the action had been decided.

14. The said action mentioned in the last preceding clause was determined and dismissed by the Appeal Court on the 12th day of December 1919 and thereupon the Plaintiffs demanded transport of the second named Defendant and on the 22nd day of December 1919 the second named Defendant herein wrote requesting the first named Defendant to sign the necessary papers to enable transport of the said properties to be advertised and passed in his favour but the first named Defendant refused to complete the sale.

15. On the 7th April 1919 the said first named Defendant and Herbert Nathaniel Burrows, in his quality aforesaid, gave the following receipt in writing :—

" Georgetown, Demerara,
" 7th April 1919.

" Received from H. C. Humphrys, the sum of $250 (Two hundred and fifty dollars) being on account of the purchase price of $5,500 (Five thousand five hundred dollars) for all my lands at Plantation Aurora and Semerie situate on the left bank of the Demerara River devised to me by my late husband Thomas Hubbard including that portion of the said lands which was devised by my said husband Thomas Hubbard deceased to Catherine Van Sertima deceased, all of which said lands have been sold by me to him, all transport expenses by me to him to be paid by him.

Stamp
Cancelled
2 cents.

" L. M. HUBBARD.
" HERBERT BURROWES.
Executor Estate
Thomas Hubbard (Decd.)."

16. The Plaintiffs are ready and willing and have always been ready and willing to pay the balance of the purchase money to the second named Defendant or first named Defendant on the passing of the transport to the Plaintiffs but the first named Defendant herein refuses to pass transport of the said properties to the second named Defendant or to the Plaintiffs.