In the Supreme Court of British Guiana.

No. 2. Statement of Claim, 12th July 1920—*continued.*

properties to the Plaintiffs upon payment by the Plaintiffs of the sum of $10,700 being the balance of the purchase money.

(*d*) Alternatively, an Order declaring that the said Hugh Chester Humphrys was the agent of and/or Trustee for the said Louisa Malvina Hubbard in the sale of the said properties to the Plaintiffs herein and that the Contract of Sale by the said Hugh Chester Humphrys to the Plaintiffs is binding on the said Louisa Malvina Hubbard and that the said Louisa Malvina Hubbard be compelled forthwith to pass transport of the said properties mentioned herein to and in favour of the Plaintiffs herein and that the Plaintiffs do pay to the said Louisa Malvina Hubbard the sum of $10,700 being the balance of the said purchase money under the said Contract of Sale on the passing of the said transport.

(*e*) Such other Order as the Court may think just.

(*f*) The costs of these proceedings.

Demerary, 12th July 1920.

G. J. DE FREITAS,
Barrister-at-Law.

ARTHUR G. KING,
Solicitor.

J. SIDNEY McARTHUR,
Barrister-at-Law.

No. 3. Defence of Defendants Hubbard and Emory, 22nd July 1920.

No. 3.

Defence of Defendants Hubbard and Emory.

1. The first and third named Defendants deny each and every averment contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 25 of the Statement of Claim in the same manner as if the said averments were herein set out at length and traversed *seriatim.*

2. The first named Defendant did not on the 31st January 1919 or at all for valuable consideration or at all give to Hugh Chester Humphrys the option mentioned in paragraph 3 of the Statement of Claim, nor did the said Hugh Chester Humphrys on the 18th February 1919 or at all exercise the alleged option nor did he purchase from the first named Defendant for the sum of $5,500, or any other sum, the property mentioned in the said paragraph, nor did he pay to the first named Defendant the sum of $250 or any other sum of money on account of the said purchase as alleged in paragraph 9 of the Statement of Claim.

In the Alternative.

3. The first named Defendant's husband died in this colony on or about the 29th day of September 1915, leaving a last Will and Testament under which he appointed the Defendant and Herbert Alleyne Nathaniel Burrowes Executors; the validity of this Will was questioned by one

In the Supreme Court of British Guiana.

No. 3. Defence of Defendants, Hubbard and Emory, 22nd July 1920—*continued.*

Joseph Thompson Hubbard who instituted an action against her and her co-executor claiming an Order of the Court declaring the said last Will to be null illegal and void.

4. Early in the year 1916, Herbert Alleyne Nathaniel Burrowes who is a near and intimate relative of the said Hugh Chester Humphrys introduced the said Hugh Chester Humphrys to the first named Defendant to advise her generally in his capacity as a Barrister-at-Law, and the first named Defendant and the said Herbert Alleyne Nathaniel Burrowes in the aforesaid action and in the defence thereof and thenceforward the said Hugh Chester Humphrys became and continued to be her legal adviser generally and in the said action until the 12th day of December 1919, when the action was finally disposed of.

5. In another action instituted on the 10th day of April 1916 by A. Gravesande and others against the first named Defendant and the said Herbert Alleyne Nathaniel Burrowes as Executors of the estate of the Defendant's husband, still pending before the Supreme Court of this colony, the Plaintiff is legal adviser and counsel in the said action to the first named Defendant and the said Herbert Alleyne Nathaniel Burrowes.

6. The said Hugh Chester Humphrys in virtue of the fiduciary relationship of legal adviser and client became acquainted with the nature of all her the first named Defendant's property movable and immovable and of the values thereof including the property the subject-matter of this action.

7. The Defendant Lloyd Tilghman Emory arrived in the colony from the United States of America on the 17th day of January 1919, interviewed the said Hugh Chester Humphrys in his professional capacity and informed him that he had returned to the colony for the purpose of acquiring lands in this colony with bauxite deposits, and thereupon engaged the services of the said Hugh Chester Humphrys in connection therewith as his legal adviser which services have continued from then up to the present time.

8. In the latter part of January 1919 the first named Defendant at the request of the said Hugh Chester Humphrys visited his chambers when he offered her on behalf of, as he alleged, a client in America, $5,000 for the said property; she declined the offer whereupon he increased it to $5,500 and in breach of his duty to the first named Defendant and with a view to his own advantage advised and influenced her to accept the same as it was in her best interests to do so.

9. The first named Defendant had the fullest confidence in and relied on the advice given to her by the said Hugh Chester Humphrys as her legal adviser in consequence whereof she on the 31st day of January 1919 at his request signed a paper purporting to be an option to purchase the property mentioned in paragraph 1 of the Statement of Claim.

10. The said Hugh Chester Humphrys did not disclose to the first named Defendant that he was procuring the option for himself.