11. The Defendant Lloyd Tilghman Emory left the colony on the 13th February 1919 and returned thereto on the 16th May 1919.

12. The said property the subject of this action contains bauxite deposits in commercial and appreciable quantities of which fact the said Hugh Chester Humphrys was fully aware long prior to the 31st January 1919 and was also aware long prior to the said date that there were certain prospective competing purchasers ready to acquire the said property at a price far in excess of $5,500 which knowledge and information he did not disclose to the first named Defendant.

13. Previous to exercising the said alleged option on the 18th February 1919 which option had been improperly and wrongfully obtained from the first named Defendant as aforesaid on the 31st day of January 1919 the said Hugh Chester Humphrys had sold prior to the 13th day of February 1919 the said property to the Plaintiffs for the sum of $11,200—making thereby a secret profit upon such sale of $5,700—which increased price he did not disclose to the first named Defendant.

14. The said Hugh Chester Humphrys although he was well aware that the first named Defendant had previously rejected numerous offers made to her by the Plaintiffs for the said property yet in obtaining the said alleged option did not disclose to the Defendant that he was buying with the view to the Plaintiffs ultimately acquiring, alternatively being the probable purchasers of the said property.

15. The first named Defendant is of the age of 63 years and unaccustomed to business transactions and was from the very commencement of the fiduciary relationship of legal adviser and client entirely under the influence of the said Hugh Chester Humphrys and Herbert Alleyne Nathaniel Burrowes which influence lasted and continued during all the aforesaid negotiations.

16. The Plaintiff Company has a Board of Directors in this colony and the Chairman of which was at the time of the aforesaid negotiations Joseph Arthur King a Solicitor practising in this colony. The alleged purchase by the Plaintiffs from the said Hugh Chester Humphrys, if made, was through their Chairman and their Solicitor Arthur George King with full knowledge of all the facts hereinbefore stated.

In the further Alternative.

17. As regards the alleged sale of the aforesaid property, the said Defendant Lloyd Tilghman Emory in the month of July 1919 offered to purchase the said property from the first named Defendant who was advised that performance of the alleged contract of sale by her to the said Hugh Chester Humphrys was unenforceable accepted the offer made to her by the said Lloyd Tilghman Emory, and sold the same to him to whom she is now seeking to pass transport of the same.

18. As regards paragraphs 2, 6, 7 and 8 of the Statement of Claim on or about the 4th day of December 1919 the first named Defendant for

valuable consideration assigned to the said Defendant Lloyd Tilghman Emory the contract of purchase which she had made with the said Catherine Van Sertima, since deceased. She the first named Defendant has no right title interest or claim to any portion of the said property of the said Catherine Van Sertima and the legal title to the said property is in the Executor and/or in the heirs of the said Catherine Van Sertima deceased.

19. It was the duty of the said Hugh Chester Humphrys in view of the fiduciary relationship of legal adviser and client which existed between the said Hugh Chester Humphrys and the first named Defendant in respect of the transactions hereinbefore mentioned of which relationship the Plaintiffs were well and fully aware at the date of and prior to their alleged purchase from the said Hugh Chester Humphrys in which the said Hugh Chester Humphrys was taking a benefit, to see that the Defendant had competent and independent advice and to make a full and complete disclosure to her of all material facts within his knowledge relating to or in any way affecting the said transactions. The said Hugh Chester Humphrys did not discharge such duty and the alleged contract is null and void and not enforceable in law against the Defendant, either by the said Hugh Chester Humphrys or by any person claiming through him.

In the further Alternative.

20. That on discovering that the said Hugh Chester Humphrys had withheld from her such information as it was his duty to disclose to her, she the first named Defendant informed him by letters of the 1st, 3rd and 23rd December 1919 that she did not consider herself bound by the alleged option and refused to pass transport to him.

21. As regards paragraph 23 of the Statement of Claim the Defendant admits the advertisement of transport as mentioned therein and says that the said Hugh Chester Humphrys before the said advertisement appeared in the Official Gazette was well and fully aware of the intention of the Defendant to cause the same to be advertised, and was also well and fully aware that the said property had been advertised to be transported to the said Defendant Lloyd Tilghman Emory and notwithstanding such knowledge refused to oppose and did not oppose the passing of the said transport.

22. The Plaintiffs remedy, if any, is against the said Hugh Chester Humphrys.

Dated 22nd July 1920.

PHILIP NAT BROWNE,
Barrister-at-Law.

A. B. BROWN,
Barrister-at-Law.

For E. G. WOOLFORD,
Barrister-at-Law.

FRANCIS DIAS,
Solicitor.