In the Supreme Court of British Guiana.

No. 4.
Reply to Defence of Defendants, Hubbard and Emory, 13th August 1920.

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Reply to Defence of Defendants Hubbard and Emory.

1. The Plaintiffs join issue with the first and third named Defendants on their Defence.

2. And in further answer to paragraphs 8, 9 and 10 thereof the Plaintiffs say that in the latter part of January 1919 and prior to the 31st January 1919 Hugh Chester Humphrys the second named Defendant offered to take for himself an option of purchase of the properties of the first named Defendant known as Aurora and Semerie from the first named Defendant for the sum of $5,500 which was $500 more than the highest offer the first named Defendant had received for the said properties up to that date, which highest offer had some time previously been made by the Plaintiffs. The said Hugh Chester Humphrys at the time the said offer for the option was made fully informed the first named Defendant as to the possibility of his selling the said properties for more than $5,500 as there were other parties desirous of competing for the purchase of the said properties and that if he succeeded in obtaining a purchaser for more than the sum of $5,500 the profit made would be his and not the first named Defendant's. The said Hugh Chester Humphrys never advised or influenced the first named Defendant to accept the offer he made her and he never suggested to her that it was in her best interests to do so. The first named Defendant gave the said Hugh Chester Humphrys the option after due consideration. On the following day, to wit, on the 31st day of January 1919, the first named Defendant with the knowledge, consent, and advice of Herbert Alleyne Nathaniel Burrowes, her co-executor, under the Will of her husband, signed the option referred to in the Statement of Claim.

3. In further answer to paragraphs 7, 11, 12 and 13 of the Defence the Plaintiffs say that Hugh Chester Humphrys prior to his obtaining the said option, which was not fraudulently but honestly validly obtained, had no knowledge as to the value of the said lands save and except that the Plaintiffs had offered $5,000 as a final offer to the first named Defendant and that Lloyd Tilghman Emory, the third named Defendant, had informed him, the said Hugh Chester Humphrys, that the utmost value of the said properties was $5,500. On the 12th February 1919 the said Lloyd Tilghman Emory after recent inspection of the said properties informed the said Hugh Chester Humphrys that the said lands were of little value as a bauxite proposition and that the utmost anyone would give was $6,000 but that he was willing and offered to take an option for the unexpired period thereof for the sum of $11,000, which offer Hugh Chester Humphrys informed him he would be unable to accept until he had communicated with the Plaintiffs. On the 13th February 1919, the Plaintiffs verbally and in writing agreed to purchase outright the said lands from Hugh Chester Humphrys the second named Defendant for the sum of $11,200 and on the said date the said Hugh Chester Humphrys so informed the said Lloyd Tilghman Emory who expressed his satisfaction and thereafter on the said date retained the said Hugh Chester Humphrys for the first time for a period of six months

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from the said date to watch the bauxite situation in this colony and keep the said Lloyd Tilghman Emory as well as possible informed in America and in his instructions to obtain options on any bauxite properties and whenever possible inform him of any bauxite business whatever which the said Hugh Chester Humphrys might consider of importance.

4. In further answer to paragraph 16 of the Defence the Plaintiffs say that they purchased the said properties from the said Hugh Chester Humphrys the second named Defendant through Arthur George King who was the acting manager at the time of the Plaintiffs and during the absence from the city of Georgetown of Joseph Arthur King the chairman. Neither the said Arthur George King nor the said Joseph Arthur King was aware of any of the facts referred to in the said paragraph.

5. In further answer to paragraph 17 of the Defence the Plaintiffs say that the first named Defendant has never sold the said properties to the said Lloyd Tilghman Emory and the Plaintiffs say that if any sale was ever made, which is denied, the consent of the first named Defendant thereto was obtained fraudulently by the said Lloyd Tilghman Emory wilfully and with intent to deceive the first named Defendant and to defraud the Plaintiffs, to whom Hugh Chester Humphrys had sold, representing to the first named Defendant that the said Hugh Chester Humphrys had agreed to release the first named Defendant from her contract with him the said Hugh Chester Humphrys, well knowing that such representation was false.

6. In further answer to paragraphs 4, 5 and 19 of the Defence the Plaintiffs say that the said Hugh Chester Humphrys was not the general legal adviser of the first named Defendant, but only acted as such in the actions mentioned in paragraphs 4 and 5 and he was not otherwise acquainted with the affairs of the first named Defendant.

7. The Plaintiffs will contend at the hearing that even if in circumstances alleged in the Defence the Contract of Sale by the first named Defendant to the said Hugh Chester Humphrys is voidable, which however is specifically denied, the first named Defendant is estopped from disaffirming the said Contract of Sale by her subsequent conduct in confirming the same prior to her alleged sale to the said Lloyd Tilghman Emory and in view of the sale by the said Hugh Chester Humphrys to the Plaintiffs who were innocent purchasers for value of which the first named Defendant had notice verbally and in writing.

8. As regards paragraph 18 of the Defence the Plaintiffs say that the said assignment therein mentioned if ever made, which however is denied, is not valid in law.

Demerary, 13th August 1920.

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