In the Supreme Court of British Guiana.

No 5. Defence of Defendant Humphrys, 30th October 1920.

No. 5.

Defence of Defendant Humphrys.

The second named Defendant says :—

1. As regards paragraph 11 of the Statement of Claim at the time of the alleged sale it was agreed between him and the Plaintiffs' agent Arthur George King, Solicitor, that should he (the said Defendant) be unable to give them transport they would have no right of action against him, but the $500 paid by them to him on account of the purchase price should be refunded them.

2. As regards paragraph 12 of the Statement of Claim he on two occasions at the request of the Plaintiffs communicated to the first named Defendant offers by the Plaintiffs to purchase from her the lands the subject-matter of this action which said offers the said first named Defendant refused. He has never at any time been instructed or authorised by the said first named Defendant to sell or offer for sale the said lands on her behalf.

3. As regards paragraph 17 of the Statement of Claim he admits the statements therein contained but says that he brought action No. 69 of 1920 in the Supreme Court of this Colony against the first named Defendant claiming specific performance and transport of the lands the subject-matter of this action and by the Judgment of the Court in the said matter it was held that the relation of Counsel and client existed between him and the first named Defendant in this action at the time that the option alleged in paragraph 3 of the Statement of Claim was given to him and that the said option and sale were therefore not enforceable by him against the first named Defendant.

4. In accordance with the agreement set out in paragraph 1 hereof, the second named Defendant having failed in his action for specific performance against the first named Defendant offered to return the said sum of $500 to the Plaintiffs but their Solicitor refused to accept same.

Demerara, 30th October 1920.

H. C. HUMPHRYS,
Barrister-at-Law.

J. GONSALVES,
Solicitor for second named Defendant.

No. 6. Reply to Defence of Defendant Humphrys, 6th November 1920.

No. 6.

Reply to Defence of Defendant Humphrys.

1. The Plaintiffs say as to paragraph 1 of the Defence of the second named Defendant herein that the agreement referred to in the said paragraph was that should the first named Defendant be unable to give title to the second named Defendant of the properties in question owing to an

In the Supreme Court of British Guiana.

No. 6. Reply to Defence of Defendant Humphrys, 6th November 1920 —*continued.*

adverse decision in the action then pending in connection with the will of the late Thomas Hubbard deceased, then the Plaintiffs would not hold the second named Defendant liable and would accept the sum of $500 paid on account of the purchase price and cancel the agreement. The said action was decided in favour of the first named Defendant herein.

2. The Plaintiffs join issue with the second named Defendant on the second paragraph of paragraph 2 of his Defence.

3. As to paragraph 3 of the Defence by the second named Defendant herein the Plaintiffs say that the second named Defendant relieved Counsel of their briefs two days before the hearing of the said action No. 69 of 1920 and appeared in person but failed to address the Court on the facts or the law and did not contest the action; the judgment in the said action was without prejudice to the Plaintiffs' rights all of which were preserved in the said judgment.

Georgetown, Demerara,
6th November 1920.

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

J. SIDNEY McARTHUR,
Barrister-at-Law.

ARTHUR G. KING,
Solicitor.

No. 7. Plaintiffs' Evidence.

No. 7.

Plaintiffs' Evidence.

Hugh Chester Humphrys. Examination.

Evidence of Hugh Chester Humphrys.

Mr. De Freitas, K.C., associated with Mr. McArthur and Mr. Cox, instructed by Mr. King for Plaintiff Company.

Mr. Browne, K.C., associated with Mr. Woolford, K.C., and Mr. C. R. Browne, instructed by Mr. Dias, for the 1st and 3rd Defendants.

Mr. Humphrys, 2nd Defendant, in person.

13th December 1920.

HUGH CHESTER HUMPHRYS, Sworn.

I am a Barrister-at-Law and 2nd Defendant in this action. I know Mrs. Hubbard (1st Defendant) and Emory (3rd Defendant). I have seen Letters of Decree for lands, the subject-matter of this action. These are same (*tendered and marked* "*A*. 1" *and* "*A*. 2").

This is certified copy of will of Thomas Hubbard, husband of Defendant (*tendered and marked* "*B*").

This is certified copy of will of Catherine Van Sertima (*tendered and marked* "*C*").