This is " Official Gazette " of 1st April 1916 and on page 893 there is an advertisement of transports by the Defendant Hubbard of undivided halves of the same land to Van Sertima and transport by Van Sertima of same to her (*tendered and marked " D "*).

Joseph Thomas Hubbard opposed passing of transport. I was Counsel instructed by Cameron and Shepherd for Mrs. Hubbard.

I first met Mrs. Hubbard at my office in 1915. She came in connection with will. This was in October. I had previously been instructed by Mr. Burrowes a joint Executor. He came with her in October. Mr. Hubbard died in Barbados and Mrs. Hubbard saw me on her return. I had deposited the will previously and had done what was necessary with regard to estate duty and otherwise. I found another will had been left in the record office of an earlier date.

The will I laid over was accepted and the Registrar declined to accept the other. My impression is that this was all done before I saw Mrs. Hubbard. She came to see me in connection with the payment of legacies, settling up estate with curators of Hubbard and handing over same to his executors. I advised her that curators should petition the Court to discharge them and obtain permission to hand over estate to executors. I prepared petition at request of Mrs. Hubbard. Curators were Mr. Burrowes and J. B. Mittelholzer. It was signed by curators. Discharge was obtained. This interview with Mrs. Hubbard lasted about half an hour to one and quarter hours. Speaking from memory I think I saw her towards the end of year with regard to Van Sertima's matter —payment of legacies and drafting letters to legatees. I arranged with Mrs. Hubbard and Burrowes for a fee to cover this work not including petition she asked me to put it to Mrs. Van Sertima that she would buy her undivided half of the land for $750 which was half of value on what estate duty was paid. This is letter of 1st February 1916 (*tendered and marked " E. 1 "*). It is signed by Burrowes as executor. Soon after Mr. Burrowes handed the reply dated 16th February 1916 (*tendered and marked " E. 2 "*). He also handed me Mrs. Van Sertima's letter of 26th February 1916 (*tendered and marked " E. 3 "*) These two letters are written (one) by Burrowes as executor (*tendered and marked " E. 4 "*) and (two) by Mrs. Hubbard (*tendered and marked " E. 5 "*) 27th March 1916.

" E. 6 " is a receipt, 7th July 1916, given me by Mr. Burrowes for $100 paid by Mrs. Hubbard to Mrs. Van Sertima. " D " followed this.

In *Hubbard* versus *Hubbard and Burrowes' Executors*, to set aside a will, I was retained by Mrs. Hubbard in 1916. This was before this action was brought (opposition action). Mr. Cameron instructed me and Mr. Viapree was Solicitor for Plaintiff in both actions. Transports held up and action *re* will proceeded. On 12th December 1919 judgment finally given by Appeal Court, heard on 1st December. Viapree never said he was willing I should pass transports. He said he would not agree to this on any account. In 1916 *Gravesande et al* versus *Hubbard* I was retained by Defendant. Cameron and Shepherd were solicitors.

This action was heard in June 1920. Mr. P. N. Browne appeared for Defendant Hubbard.

In 1915 I drafted a petition to Governor for Mrs. Hubbard on one occasion in answer to telephone message I went to her and tried to persuade a tenant to leave. No fee was charged. I had fees (one) for depositing will (two) curators' petition (three) will suit and (four) Gravesande action. I saw her more than six times. I should say about eight times. As a rule Mr. Burrowes saw me. She always came with him and he sometimes by himself. She twice came to my chambers without Mr. Burrowes and on these two occasions Mr. Valladares came with her (1) to hand me a fee in *Gravesande* v. *Hubbard* (2) when first I saw her in connection with option to purchase. I had asked Mr. Burrowes to ask her to come and see me as I wished to make an offer for this land. She came with Mrs. Valladares to my chambers on 27th or 28th January 1919 about 9 a.m. In answer to me she said she had got my message. She asked where Mr. Burrowes was. I telephoned to him and he could not come then and did not know it was to be that morning. Mrs. Hubbard said she did not wish to discuss it unless he was there. I agreed and the ladies left.

I may have spoken to Mrs. Hubbard of something other than the special subject-matter of her visit but I have no recollection of having done so. I now remember on one occasion that reference was made as to the offer by Plaintiff Company in respect of this property. Plaintiff Company through Mr. A. G. King solicitor and secretary had asked me if Mrs. Hubbard would take $3,000 for the property I had told Mr. Burrowes and he later told me she would not take it. Then at this interview I mentioned her refusal and she did not wish to sell whilst actions pending and anyhow would refuse $3,000. She said Mr. J. A. King had tried to rob her by offering her $1,500 for right of way and mining rights and now offered $3,000. I said this $3,000 was for whole property. She shook her head. This was early in 1918.

I got another offer from Plaintiff Company later in the same year —March or April. It was $5,000 through Mr. A. G. King. I was to tell her it was the last and final offer. I passed it on to Mr. Burrowes who later on told me that Mrs. Hubbard said she would not sell so long as actions pending. I told Mr. King.

I was for a time in 1917 or 1918 a proxy Director of Plaintiff Company and then first met Mr. Emory at a meeting of Directors—meetings not more than twice a year. He was a casual acquaintance until January 1919 about the middle of month, when I met him by appointment at the Georgetown Club. He said he had severed connection with the Bauxite Company and was here more or less on holiday; that he was interested in bauxite and while here would keep his eye open for any bauxite propositions that were going; that his principals were in America, but that at that time he did not exactly know who they were. He then said what