I said write to me and I would put it to her. I later got a letter from Mr. A. G. King. This has disappeared and I got Mr. King to give me a copy. This I produce (*admitted*, "*F.* 4"). I am under the impression I gave the original letter to Burrowes. He told me Mrs. Hubbard would not accept offer. I did not see her in connection with the matter up to that time.

On 6th February 1919 I met Mr. J. A. King at the Georgetown Club and he asked if I got his letter. I said yes, but not time to reply. He said "We want those lands you know." I said the last offer you made to Mrs. Hubbard of $5,000 you said to make her clearly understand it was your last offer. He said yes, but a matter of $1,000 here or there is nothing to the Bauxite Company—and he said again they would compete with other competitors. I then said any offer made would be submitted to the Plaintiff Company before closing with anyone else. I meant before I closed. He said he would compete when I told him there were competitors. I saw Mr. Emory and I know I saw him on 12th and 13th February and I also saw him between 1st and 12th but cannot remember date. On 12th February at night at my house he telephoned he had returned from Surinam and leaving next day for United States. He told me he wished to know the position with regard to properties as he wished to tell his principals the position. I said "What are you going to offer. I have told you already I shall have to tell the Bauxite Company and ask if they would go higher." He said "I can't make a definite offer as I should have to submit it to principals. All I can take is an option on your option." On the day I saw him between 1st and 12th February he said he had been up to Aurora and Semerie. He said as a bauxite proposition the properties were not worth more than $5,500 or $6,000 at the outside. He said it had rained very heavily on his visit there and he could not go through the place as he would have liked. He never said "quantity" of bauxite. On night of 12th he said Bauxite Company as a bauxite proposition would not pay more than $5,500 to $6,000. It would not be worth more to them. I told him remember lands lie between theirs and he said he did not think they would run their railway on that side of the river but (he added) of course they might. I again told him "understand any offer you make, make it high as I would submit it to the Bauxite Company and if they closed I would sell." He said not worth more than $5,500 to $6,000 and I said well you must say what you do. He said "Tell Bauxite Company I am prepared to take an option on your option for $11,000. They won't think of going to that price." I said I would put it to them next morning. I was surprised and had a bigger surprise next day when Plaintiff Company increased their offer. Next morning I telephoned to A. G. King and asked him to meet me at my office with respect to an offer I had received. I told him I had received an option on my option for $11,000 and if your company spring on that and say $12,000 A. G. King said a big increase of $11,000 and besides $11,000 is only an option on your option and might never be exercised. I said yes but it might. He said his father J. A. King was out of town and he had to take sole responsibility. I said "Well Emory is leaving at one to-day

and I must let him know." He said he would make me a firm offer of $11,200. I laughed and said "jump from $5,000 to $11,200." It was the bigger surprise as I had no idea they contemplated going so high. I said what about transport expenses and he said Company would pay up to $127. These were expenses transport by me to Company as I pointed out I would have to pay part of transport expenses by Mrs. Hubbard to me. I also told him "Mind you your father said he has twice bought these properties and had not got transport yet so understand if for any reason at all I can't give you transport for land I am not to be liable in any action for damages." He said, "Oh, no, of course if you can't give transport, you can't, but you will refund the deposit." I said "that goes without saying" we spoke of law suits pending. I had in my mind and made it perfectly clear that no liability attached to me if I could not transport. He told me he would write confirming agreement and send cheque for $500 on account of $11,200. He left. I went to the club, saw Emory and told him what had happened. He said "they were fools property not worth half of that. They had paid heavily for them." I understand that Emory meant on account of his offer the Plaintiff Company had been made to pay heavily for them. I can't say that he actually used these words. We breakfasted together and he said "Humphrys, I have put a lot of money in your way because it is only on account of my offer to take an option on your option that the Bauxite Company has paid so big a price." I said this was perfectly true. He said "Don't you think you should give me part of the profits." I said yes, the profits were far beyond my expectations and I was perfectly willing to be reasonable with him. We discussed the matter and he suggested half. I said I would have to pay transport expenses to me and perhaps interest on the purchase price. I said I would pay all your expenses coming here and returning and anything above that within reason. I also said if this is what you want me to do you must write me a letter before you leave (to-day) and to this proposal because the first thing J. Arthur King will say is you and I put our heads together to make Bauxite Company pay so much for property. He did write and he brought it to my office. This is letter I tendered and marked "F. 5." I drafted reply and read it to him and sent it to him at Park Hotel. (*Tendered and marked* "*F.* 6.") I got a reply from Emory dated 16th February. This is same "F. 7." Letter of 18th February "F. 8." I have letter of 20th February, "F. 10."

Mr. Browne: I object as confidential. *Roscoe Nici Prius*, p. 172. Retained on 13th February.

Mr. McArthur: Heard on objection. Court admits letter with receipt for retainer.

(*Receipt put in and marked* "*F.* 9.")

On 14th February I received letter of 13th February from A. G. King with cheque "F. 11."

On 19th February I acknowledged receipt. This is letter and receipt "F. 12."