On 18th February I wrote this letter to Mrs. Hubbard "F. 13" accepting option. I never got Mrs. Hubbard's receipt for $250 until the 7th of April.

On 19th February I wrote to Mr. Burrowes this is letter "F. 14."

On 20th February I got this letter from Mr. A. G. King "F. 15." We had an interview between 19th and 20th. I intimated to Mr. A. G. King my intention to resign as proxy director on 13th February, he said to date it yesterday and send it I therefore wrote in on 13th and dated it 12th and sent it to him—my resignation.

This is from A. G. King acknowledging resignation, 20th February "F. 16."

I think 7th April was first time I saw Mrs. Hubbard after sending her $250 cheque. I sent a message to Mrs. Hubbard. She did not come in a couple of days and I asked Mr. Burrowes to tell her I wished to see her particularly. This was on the 6th and they both came on the 7th Burrowes and herself. I told her I had sent for her because Mr. J. A. King and others have made nasty remarks as to my buying from you for $5,500 and selling to Bauxite Company for $11,200. When you gave me option I made you understand that any profits were mine. I said I don't know if you or your people are making remarks. She said no. I asked if Mrs. Valladares had. She said no. I said, clearly understand I want no nastiness about this matter. If you are dissatisfied say so and on the passing of transport to the Demerara Bauxite Company you can have the whole of the purchase price I sold for. She asked if any reduction from her $5,500 for expenses. She would like it clear. I said I would see she got it and no reduction. I reminded her she had sent no acknowledgment of cheque ($250). She said she had forgotten it and at her request I had a receipt typed and she and Burrowes both read it and signed it. This is receipt "F. 17" (7th April). On this visit after telling her I would give whole of purchase price I said it would put me in a very uncomfortable position as I had arranged to give another gentleman $2,700 out of it. He had been competing for properties. I also said if I don't get profits I can't pay him.

To Court: The talk of $5,500 independent of expenses was after I had told her all this.

At same meeting I asked who had papers in connection with properties. She said Burrowes had them. Burrowes said I have them. Burrowes and Hubbard left the papers. I understood I had all the papers in connection with the estate. Not returned. They asked me to keep them. Apart from yesterday I remember advising about Van Sertima's half of property. Burrowes saw me before 7th July and Van Sertima wanted another $100 on account and I said Mrs. Hubbard could give it. I had no general annual retainer.

17th December 1920.

I saw Mrs. Hubbard on 7th April 1919, and I next saw her following May or late in April when *Hubbard* v. *Hubbard's Executors* was heard. I

met her in library. No reference to properties—discussed action to be heard on that day. After 13th February 1919 I did not see Emory again until his return to Colony. He came to my office shortly after. *Hubbard* v. *Hubbard et al Executors* lasted more than one day. I saw her on each of those days. I have no recollection of seeing her again until January 1920. If memory taxed I might remember that I saw her. I got this letter on 30th July 1919 (*tendered and marked* "*G.* 1)." Mrs. Hubbard mistook what I said. I told her if transport not passed I would pay interest at 6 per cent. The amount I was to get was $5,700. I got two or three messages through Burrowes from her. He said Mrs. Hubbard asked me if I would cancel sale and Wieting and Richter would give her $12,000. I told him to tell her I could not possibly do it, that I had sold to the Plaintiff Company. The second message was similar and I said to tell her no good to send messages. If she came and saw me or wrote to me I would send letter to Bauxite Company. I told Emory about Wieting and Richter and showed him letter of 29th July 1919. He asked what I was going to do and I said I could not release her. I then wrote to Plaintiff Company sending her letter to them. I had previously told him that I told Mrs. Hubbard if dissatisfied I would give her whole of purchase money. Early in August I told Emory I did not wish unpleasantness between Mrs. Hubbard and myself. This was when I showed the letter. He said "Could you sue Mrs. Hubbard?" I said "I hope never to be put in such a position. She is an old lady and my client." He said no more but shrugged his shoulders. I did say it would give Plaintiff Company and myself a lot of trouble and in effect he said "Bauxite trouble does not trouble me." I showed letter to A. G. King ("G. 1"). This is copy of letter and mine enclosing it "G. 2." This is my reply to Mrs. Hubbard dated 29th August 1919 (I was away in Essequebo greater part of August) and this is letter of 7th August from Plaintiff Company referred to in mine to her (*tendered together and marked* "*G.* 3)." I heard from Mrs. Hubbard again in 1919—1st December "G. 4" (declining to pass transport). It is not true that I undertook not to sell to Joseph A. King or Bauxite Company. It was never discussed. Not true that money was to be paid at once. Joseph Hubbard never consented to passing of transport. She had not previously told me she refused to consider herself bound by option. I had an idea that someone had come between Mrs. Hubbard and myself. On Emory's return he said he regretted not buying these properties as if his people got Government bauxite lands these properties would be very useful apart from bauxite prospects. They would be an anchorage or base for operations. At his request I showed him all correspondence leading up to date I spoke to him. This included all that passed between Hubbard, Plaintiff Company and myself. He asked what is meant by King's letter of 20th February ("F. 15") about $500 being refunded. I said it made me only liable for $500. When I told him of Mrs. Hubbard's request to be released (verbally by Burrowes and by letter of 29th July—"G. 1") he did not seem worried at losing his $2,700. I decided to ask him nothing. All this led me to the idea I had conceived.