When *Hubbard* v. *Hubbard et al Executors* was heard in Court of first instance I told Burrowes I would see about advertising transport by Hubbard to me and by me to Plaintiff Company and to tell her. In September or October I had several attacks of fever and was ordered away on 9th October and came back on 17th November. I met Emory in Trinidad. He told me Mr. Peotter and Mr. Uchlein had been to London and Bauxite situation was moving forward and he had come out in advance and they would be following later. He left this Colony on 4th September and returned about 16th November. I knew Emory was associated with these gentlemen. Peotter had been local managing director and Mr. Emory was manager of Plaintiff Company. A Mr. Abrams arrived about a week after Emory and they consulted the firm of solicitors. I am a member "Cameron and Shepherd." I joined firm on 1st May 1919. What he did say if at all about Aurora and Semerie to me or any other member of the firm was as legal adviser. I was retained on 13th February and given a retainer for 6 months. I joined Cameron and Shepherd on 1st May 1919. I paid a proportionate part of retainer to firm's account. On the expiration of the 6th month I paid to the firm. On 1st December *Hubbard* v. *Hubbard et al Executors* was heard. Abrams was in Court and after Court he talked to Mr. McArthur and asked if he expected to win the appeal. Mr. McArthur said he did not expect to win. I spoke to him after Mr. McArthur left.

Q. What did you say to him?

Mr. Browne objects—witness his solicitor.

Q. On 1st December did you speak to him as his lawyer?—*A.* I did not say I am your lawyer, but he spoke on subject which he would only speak to firm of which I am a member. I spoke only to Abram on a matter which I would only have addressed him on as a member of the firm as Emory's legal adviser. I would have put question to him.

I was not nor was my firm retained specially for the purpose of Aurora and Semerie. I was interested as purchaser from Mrs. Hubbard and as seller to Plaintiff Company. Retainer did not include purchase of Aurora and Semerie for Emory.

Court upholds objection.

I showed Emory letter of 1st December 1919. Abrams might have been there, generally together. He said she would not be carrying out contract with me and she would return me cheque for $275. I told him (Emory) I am not going to ask you all that is happening but you are putting me in a very awkward position with Plaintiff Company. I can see all of this will tend to a tremendous row. I told him no member of my firm could act for him in view of my position with Plaintiff Company. Emory said he quite appreciated what I said and at his request I gave him several leading lawyers. I fixed him as the person coming between the Plaintiff Company and the properties.

I had no information that Hubbard had sold the properties (otherwise than to me) from her or any one else up to 2nd December.

Mrs. Hubbard returned the $275 on 3rd December 1919. Soon after Emory told me he had an option from her to purchase the properties.

This is letter of 3rd December from Hubbard to me (*tendered and marked* "*G* 5").

On 6th December I wrote to Plaintiff Company this letter and enclosed copies of letters which are already tendered and marked "G. 6." The cheque has never been cashed. It is as it came to me.

On 9th December I got this reply from A. G. King (*tendered, and marked* "*G.* 7."

On 6th December I also wrote to Mrs. Hubbard. This is letter tendered and marked "G. 8."

Decision in appeal *Hubbard* v. *Hubbard et al Executors* was given on 12th December 1919. Appeal dismissed.

On that day I got this letter from Mr. A. G. King (*tendered and marked* "*G.* 9"). I showed "G. 9" to Emory and said I would send Mrs. Hubbard the advertisement of transport to sign. Emory said she would send them back to me. I sent the papers to Mrs. Hubbard to sign. These are same dated 22nd December 1919 (*tendered and marked* "G. 10").

This letter is her reply dated 23rd December (*tendered and marked* "*G.* 11"). This was last letter that I received from her.

I wrote to her on 30th December 1919 this letter (*tendered and marked* "*G.* 12").

I went into Registrar's Office before 23rd December as to transporting —Estate of Hubbard to Van Sertima and Van Sertima to Estate Hubbard— they were advertised. I got a telephone message from Mr. P. N. Browne.

Mr. Browne: Not evidence anything I said, agency not proved.

One day—before 23rd December—I saw Mr. P. N. Browne in gallery outside of Registrar's Office I think the same day his clerk was filing the papers. Mr. Browne did not tell me nor did I ask who he was acting for.

Mr. McArthur does not press admission—objection upheld.

Between 23rd and 30th December A. G. King came to my office and showed me official Gazette of that date in which transport was advertised of Van Sertima's share in properties to Emory.

I saw Emory after advertisement appeared at my house. In January while I was ill in consequence of a letter and interview with A. G. King, I telephoned to Emory to see me.

I saw Emory and Abrams at my office after advertisement of properties to Emory and one of them asked whether I would not release Hubbard from her contract with me. I said as far as I was concerned I was quite willing to do so but I simply could not do it because I had sold to Plaintiff Company. They saw me more than once. I say twice with same request, the reason given always was that Mrs. Hubbard was a client of mine and I should not take proceedings against her if she asked to be released. I said I was not sticking to it, it was Plaintiff Company. I have always refused to release on this ground. As to letter of 29th July (G. 1") I went