in January to her house. She greeted me with "Property is mine and I can do what I like." I told her I would release her but for Bauxite Company. She said in course of conversation that Emory told her I would release her. I said "Yes, is that so? I have repeatedly told you I could not release you." She eventually told me she was getting $12,000. I said "So that you don't lose I will make up the $800 which would make $12,000" and I said Plaintiff Company not likely to let me lose it."

20th December 1920.

I know Plaintiff Company always said and I believe were willing to pay balance of purchase money $10,700. I hold the balance of $500 having sent Mrs. Hubbard $250. Mr. Neilson who is Secretary of Company gave me a cheque for $10,700 as balance of purchase money only to be used on passing of transport to Company. This is letter of 10th February 1920 (*tendered and marked* "*G.* 13"). I saw Mrs. Hubbard this year 1920 about this matter. I called on her and asked her if she would transport the properties to me. She said No that she had given Emory an option which he had exercised. It was on 9th February 1920 day before "G. 13." I already said Emory mentioned it to me in December. I pressed her as to amount and she said $12,000. I said only $800 more than Plaintiff Company. I reminded her that I had offered to hand over to her the full amount paid by Plaintiff Company. She said I don't remember anything about that, when was it? I said on 7th April when she gave me receipt for $250. She said "I don't remember ever giving you a receipt." I said "You surely do not forget the day you came and we discussed matters and I told you of rumours I had heard as to remarks made about my profits." She said she did not remember interview at all including reference to profits. In answer to her I said Mrs. Valladares not there she came with Mr. Burrowes alone. She said I don't remember. I thought at first she did not want to remember but at same interview I referred to other matters *e.g.* I reminded her as to my undertaking to pay interest on purchase price if transport not passed and she said no it was agreed $5,500 to be put in trust. I said no, what you mix up is I was to pay interest and give security if Joseph Hubbard did oppose transport to me. She said she thought money was to be put in trust and as that had failed the whole transaction had failed. I asked her if I *then* gave security for whole of purchase price including $800 that is $12,000 she would pass transport to me. She said she would say nothing definite and would discuss it with Mrs. Valladares. After I got Neilson's letter I saw her again next day. Mrs. Valladares was present. I repeated in her presence what I had said two days before (*Court read what was said*). Mrs. Valladares said "Auntie, you never told me you had given Mr. Humphrys a receipt" and Mrs. Hubbard said "I don't remember ever giving you a receipt." Mrs. Valladares said "Mr. Humphrys, Mr. Emory told us you would release Mrs. Hubbard from sale if Bauxite Company released you." I said "Mrs. Valladares I have repeatedly written and told Mrs. Hubbard I would release her if Bauxite Company released me but

they are forcing me and I can't release her." Mrs. Valladares said she she did not know what they are going to do between the two options. Mrs. Valladares said there was a letter of July which she wrote to me. I was not ambitious to hold her to contract and I would release her. I said I had not told Emory so and I had replied to "G. 1" saying I could not release her. I had showed her "G. 1" and Mrs. Valladares said that was the letter. Nothing more said about "G. 1" at that interview but shortly after at another interview at Mrs. Hubbard's house, Mrs. Valladares was present, Mrs. Valladares said she understood Mr. Emory to say that I had drafted this letter and told him to tell Mrs. Hubbard to write that letter which she had written. I said this is not so. At that or another interview I asked for draft and she said she had it somewhere, it was not amongst her papers which I saw that day. I never saw draft and never drew it. I think on following day or soon after I was at Mrs. Hubbard and Mrs. Valladares telephoned and as a result Emory came four of us present no one else. Mrs. Hubbard told him object of my visit. I was very vexed. Emory said he always understood that I did not wish to enforce the contract on Mrs. Hubbard. I said yes, that is so but the Bauxite Company are forcing me. So I have to force or do my best to get her to carry out the contract with me. This was in February. I told Emory that Mrs. Hubbard said I had sent him to her. He said I did not quite tell her that but I told her that you were not willing to enforce the contract against her.

To the Court: I mean I would have got out of it if I could. I realised I had no legal claim to balance of $5,700 if she wanted it I would give it to her.

Emory and I both getting vexed and we left. I had a cab and took him to Cameron and Shepherd, we parted there. In cab I said you should not have told Mrs. Hubbard that I sent you. He said I did not tell her that. She may have understood it. Emory said why does not Plaintiff Company take a right-of-way through property and let us have it. They always said they wanted a right-of-way. I do not remember at any interview subsequently with Emory discussing the writing of the draft. He never at any time told me anything as to writing of the draft. I have no recollection of ever discussing this matter with him on any subsequent occasion.

To the Court: My retainer lapsed on 30th June 1920.

I have seen Emory's defence. I got value of these properties for Estate Duty ($1,500) from Mr. Burrowes.

I formed an idea of value from two offers of Plaintiff Company (1) $3,000 and (2) $5,000. Emory confirmed this $5,500.

To the Court: I had from the Plaintiff Company to Mrs. Hubbard an offer of $5,000 this they said was their highest offer. When I got Emory's valuation of $5,500 I obtained an option from Mrs. Hubbard for that amount for myself.

I had no personal knowledge of the value of these properties or of any other property of the deceased Hubbard. I told Mrs. Hubbard the option