Option of 31st January 1919 ("F. 1") nor in letter of 18th February 1919 ("F. 3") exercising option no reference is made to interest or willingness to guarantee. I prepared option and letter. As far as I know she had no independent advice. Burrowes said to her, "property is yours if you are satisfied I am satisfied."

I received this letter of 26th February 1918—copy of it I lost the original—tendered and marked "H. 12" "H. 12" was of a date later than "F.4."

Cheque for $25 sent to Mrs. Hubbard the day after the option was signed—on 1st February.

On 5th February 1919 I received "F. 3" from Mr. King. I did not inform Mrs. Hubbard or Mr. Burrowes. 10

On 14th February I received "F. 11" with cheque confirming arrangement between us for purchase of property for $11,200. I did not inform Mrs. Hubbard nor do I believe I ever casually mentioned to Burrowes that I sold the property before exercising my option. I sold on 13th February to Plaintiff Company for $11,200. I look at "F. 13" 18th February 1919 from me to Mrs. Hubbard, exercising option. In view of sale to Plaintiff Company I exercised option. I waited until I made a sale before exercising option. If I had not made a favourable sale I would not have exercised option. I am not going to work land. I took option 20 believing there was a good chance of making profit.

On 18th February 1919 when I exercised option I did not tell Mrs. Hubbard nor do I think I mentioned it to Mr. Burrowes the price at which I had sold properties. I wrote that I sold on 18th.

As to profits made going to me, letter "G. 12" of 30th December 1919 is the first time reference by me was made by letter to profits coming to me. As to paragraph 4 of letter at that date I was aware that Emory had obtained option from her he told me so in December.

I returned cheque for $10,700 tendered in "G. 13" of 10th February 1920 to Mr. A. G. King not long after that date.

First action started in *Hubbard* v. *Hubbard et al* on 29th January 1920. 30

I wrote to Mrs. Hubbard on 19th February 1919. Same day I wrote to Burrowes.

After acceptance of option on 18th February 1919 I had no conversation with her in respect of option until April 1919.

I said Mr. King and others had said nasty things. I really meant Mr. King. I only told her "unkind remarks." I prepared receipt "F. 17" on 7th April 1919. I asked her to chambers not to confirm any agreement with me or entering into a new agreement but to let her understand that I only wished to be fair to her.

Any sum I got over amount paid her I regarded it ought to go to her if she wanted it. 40

Q. Is it customary so far as you know when there is a sale between ordinary vendor and purchaser for vendor to say to purchaser "you can have profit on any sale made by me?"—*A.* Certainly not, it is not customary.

Q. Why did you make such a suggestion to her?—*A.* Because it was brought to my notice I was dealing with a client and if she wished I was

prepared to hand profits to her. This was brought to my notice 2 or 3 days before 7th April 1919.

(This witness was recalled, *see* p. 38.)

Evidence of Joseph Arthur King.

22nd December 1920.

JOSEPH ARTHUR KING, Sworn.

I have been Chairman of Plaintiff Company since 1916. I know Mr. McKenzie very well, he was precursor of the Company for the purpose of purchasing property. He is a bauxite expert. He was up the Demerara 10 River for months and bought several properties which the Company eventually acquired. On one occasion I was with him when he made purchase.

I always dealt with title and purchase money passed through my office. I dealt with some of vendors and was present when transport was passed. Average price paid was $2.50 per acre bought about 20,000 acres roughly at that price. This including land and mining rights. About three months ago the Company bought from David Spence 10,000 acres. The cost was $2.50 an acre. He was an old planter. I know he was 15 years up river.

Bauxite is found in different spots. McKenzie bought only land in 20 which he had found bauxite indications. After his time I purchased for Plaintiff Company lands to connect up bauxite spots on both sides of the river. 10 to 12 miles along river and about 60 miles from Georgetown. I have passed property subject matter of this action. Never been on them. I have known Mr. Burrowes all his life. In 1914 as I knew Burrowes was a curator of old Mr. Hubbard I casually asked him if curators would sell these properties. McKenzie was here, and what they would take for them. He said he thought $1,500 or $1,800 not certain what amount he named. I spoke to McKenzie and he would not let me buy. He said no bauxite. My idea was connecting up land. Later on McKenzie 30 arranged to buy mining right and right of way over Aurora. Curators petitioned the Court. This is Petition and Order, 19th January 1915 (*tendered and marked* "*J.*"). Burrowes refused to give transports. He told me Mrs. Hubbard objected to sell. After long delay I filed a motion to have order carried out. As soon as this was done Hubbard died. About a year I tried to get motion paper it could not be found. Eventually discovered under an old paper. It cannot be found again. This is duplicate of motion paper from my office—September 1915—no date (*tendered and marked* "*J.* 2"). Hubbard will was questioned and I could take no steps. Plaintiff Company decided to buy properties if they could in order to connect 40 up Company's properties on that side of river. Two of chief properties Cape-A-Star, on the south side of Aurora and Mahaicabally on the north side of Lower Semerie. Only have mining rights and right of way over upper Semerie. Property of a Miss Lewis.