marked " *J.* 4 "). I can't explain the price in the letter—must have been another property. I don't know Nieuharden is a very valuable property. This paper was handed to me by the Solicitor and Secretary of the Company as showing the list of properties purchased and the prices paid by the Company. (*Objected to—overruled—marked* " *J.* 5.")

This letter of 13th June 1914 I wrote to Mr. Burrowes (*marked* " *J.* 6 ").

This letter of 19th July 1914 I wrote to Mr. Burrowes (*marked* " *J.* 7 ").

This letter of 8th August 1914, within which is my authority to curators (*tendered and marked* " *J.* 8 ").

Emory was not here when " J. 8 " was written.

This is my letter of 14th January 1915 to Burrowes (" *J.* 9 ").

Burrowes wrote on 16th January 1915 to me (" *J.* 10 ").

My letter of 18th January 1915 to Burrowes (" *J.* 11 ").

My letter of 3rd February 1915 to Burrowes (" *J.* 12 ").

Burrowes' letter of 11th February 1915 to me (" *J.* 13 ").

My letter of 12th February 1915 to Burrowes (" *J.* 14 ").

Mrs. Hubbard's letter of 24th March 1915 to Curator Burrowes (" *J.* 15 ").

Curators' letter of 24th March 1915 to Mr. King (" *J.* 16 ").

My letter of 27th March 1915 to Curators (" *J.* 17 ").

23rd December 1920.

Cross-examination by Mr. King continued.

Burrowes' letter of March 29th 1915 to King (" *J.* 18 ").

King's letter of 1st April 1915 to Burrowes (" *J.* 19 ").

King's letter of 6th May 1915 to Burrowes (" *J.* 20 ").

In above letter terms did not mean price.

Curators' letter of 20th May 1915 to King (" *J.* 21 (*a*) ").

King's letter of 25th May 1915 to Curators (*J.* 21 (*b*) ").

Curators' letter of 29th May 1915 to King (" *J.* 22 ").

King's letter of 1st June 1915 to Curators (" *J.* 23 ").

King's letter of 22nd June 1915 to Curators (" *J.* 24 ").

Curators' letter of 25th June 1915 to King (" *J.* 25 ").

Curators refused to carry out order of the Court. They asked the Court to approve of the sale.

Mrs. Hubbard refused to have an interview with me.

I never discussed the transport with the curators before the petition of 4th January 1915.

McKenzie was advised by me when he first came to the Colony. He dealt with the Curators of Hubbard without my knowledge and did not discuss with me the purchase of rights.

There are Crown Lands at the back of our lands which have been applied for. In some instances transport was passed by myself or my son A. G. King under (Irrevocable) Power of Attorney. Executed some up the river.

Our Company has disturbed the surface of the land at Three Friends. Shipping from Three Friends. Bauxite surface was disturbed by digging down hill. I sent men to dig pits for bauxite deposits and paid them for doing so. Land useless while digging for bauxite. In some cases where pits are being dug the land would become soured.

The motion was never served because Hubbard died. I think I asked Humphrys to be proxy director.

Meeting held shortly after the incorporation and after the first meeting I spoke to Humphrys about these properties. I spoke to him as I knew he was retained as Counsel in the Will suit. I did not speak to solicitors (Cameron and Shepherd). As a friend of the Company I spoke to him about keeping us in touch about the properties. Owing to Hubbard's death the motion was not proceeded with and in that sense we failed to get transport. When Humphrys got option I saw Hubbard's will for the first time. I had nothing to do with the purchase. Early in October I got ill.

Got information from America that Emory was returning and not to our Company. I was not surprised to see him at the club. Mr. Neilson the Director and Secretary in New York sent word he was coming. Mr. Emory's people are wealthy people.

I was about 24 years in practice and some 30 years a solicitor. No private practice from 1st January 1920 when I was appointed Public Trustee and Official Receiver. A. G. King my son has been a solicitor for 6 years.

I know an action was brought against *Hubbard et al Executors*, an appeal from the trial judge is pending.

In January 1920 Humphrys said the whole thing would be settled as he would let Emory have these properties and he would give us a right of way. It was after the opposition suit was started. It was afterwards mentioned by me at the Board of Directors.

Mr. De Freitas showed me a letter which he said was confidential, from Humphrys (*Humphrys here asks to be allowed to say he gave them "confidential" to Mr. De Freitas but they were written . . . with the knowledge of Emory who had told him what he was prepared to do and I gave Emory copies of these letters*)—not confidential.

Letter from Humphrys to De Freitas dated 15th January 1920 (*marked* " *J.* 26 ").

Cross-examined by Mr. Humphrys.

Letter of 5th January 1919 (" *F.* 3 ") I wrote to you and I spoke either before or after. If Hubbard says after I would not deny it. When A. G. King told me $11,200 he told me Emory wished an option of $11,000. I thought price was excessive. I thought $11,000 a bid from Emory to force us.

Re-examination.

Re-examined.

This is a letter dated 16th January 1920 from Humphrys to De Freitas (" *J.* 27 "). In this letter Humphrys says only right of way, but at that time the Company wanted the property as a whole and still believed the