other side hostile—not merely opponents. I was Chairman of the Company. I knew they were moving in other matters. One action was fixed and a second was to be filed. *Loncke* v. *Bauxite Company* was filed. Emory was not in the Colony when these actions were started. I don't mean that they instigated the actions but the actions having been brought they were trying to buy out their claims.

Mr. De Freitas: I don't say Emory had financed but it is a reason which influenced the witness. Inference given in Humphrys' letter of 16th January 1920 ("*J.* 27").

I do not think I was present at interview referred to in the letter of the 16th January 1920. It was common belief that Three Friends had bauxite to last several years. Lots of land only have inferior bauxite, not worth six pence. Of 300,000 acres applied for all applications were withdrawn save less than 50,000.

We contemplated erecting large buildings and we wanted to decide where to put them. Not on land that would be in dispute for three years. Water supply and hospital contemplated. The Fair's Rust was contemplated for erection there. Bauxite value did not interest us.

In letter of 23rd June 1914 ("*J.* 4") $700 not a purchase by us. This transport is what I referred to purchase by Miss Lewis dated 14th February 1914. (*Tendered and marked* "*J.* 28").

It is same property and it was purchased by us subsequent to my letter on 16th April 1915 for $4,600 from Miss Lewis.

Referring to letter of 5th February 1919 ("*F.* 3") I used "led us to believe you would get for us." I had relied on Mr. Humphrys as a friend to Company and a proxy Director to give us any information he had as to who would be the owners eventually. He never had promised to buy them for us. He would not be deceived by letter as he knew all the circumstances. He never held himself out as her agent to sell the property or as the agent of the owner whoever they happen to be.

Hugh Chester Humphrys. Cross-examination resumed.

Further Evidence of Hugh Chester Humphrys.

30th December 1920.

Cross-examination of Humphrys resumed.

Three other practitioners brought to my notice the question of client. All three were together, one was Mr. De Freitas, Counsel, and Director of the Company. He said "By the way, King is raising Cain because you made the Bauxite Company pay so much money for the property." He said "You know, you must be very careful how you make agreements with a client." I said "Good gracious! I never thought of that." He said "take my advice and let Mrs. Hubbard know the price sold at and if she is dissatisfied tell her she could have all the purchase money." I was not advised to cry off the bargain.

Q. Why did you not tell Mrs. Hubbard when exercising the option on 19th February 1919 that you had sold to the Bauxite Company the week before for $11,200?—*A.* Because at that date I never thought of position of Counsel and client, and therefore never thought of mentioning it. It was no business of hers.

Q. If acting for Mrs. Hubbard as her lawyer you had then to advise her as to method of sale would you have suggested auction?—*A.* Difficult to say what I would have done, I might have advised two courses (1) to act as I did, that is, I would have found out from the competing parties what each was prepared to pay and if I considered the higher offer a fair price I should have advised her to accept or (2) advise her to put up at auction or ask for tenders. All this of course is assuming that I had the knowledge of which I was as a fact possessed of at the time I took the option.

Q. You said you were approached by J. A. King as Mrs. Hubbard's lawyer, is that so?—*A.* Mr. King told me so.

Q. Supposing you had not such knowledge and Mrs. Hubbard came and told you she had Aurora and Semerie that she wished to sell and asked your advice as to how she should sell?—*A.* I should have told her to advertise the proposed sale.

Q. How would that have been?—*A.* I should have tried at first advertisement of sale. If nothing came of this then auction.

Q. You never opposed the advertisement of transport to Emory?—*A.* I did not oppose I told Plaintiff Company I did not wish to bring an action against Mrs. Hubbard a client of mine. If they desired to proceed they could take their own proceedings.

I subsequently brought an action against Mrs. Hubbard (No. 69 of 1920) to enforce her contract with me. The action came on for hearing on June 1920 before the Chief Justice. Judgment was delivered on 29th June 1920, for the Defendant.

Q. Did you oppose transport by McIntosh as Executor of Estate Van Sertima to Emory?—*A.* I did not for the same reason, the property was all Mrs. Hubbard's.

Q. You spoke of papers of the Estate of Hubbard left by Burrowes with you when were they left?—*A.* Either the first or the second time he saw me in 1915 he left all the papers with me. I have had them ever since. Some I have tendered in evidence and the rest I have.

I have brought all the papers in Court at the request of the Solicitor for the first and the third Defendants.

I produced three transports in favour of Mrs. Hubbard's late husband for immovable property. I have had possession of them since 1915. (*Tendered and marked* "*K.* 1–*K.* 3.") I also had this envelope with two enclosures left with me at the same time (1) purports to be a chart of "Scoop" and adjacent lands and Mr. Hubbard's name is on it and (2) purports to be a chart of "Aurora" (*tendered and marked* "K. 4 and *K.* 5").