that he could take any action for the Company he wished. I knew the Plaintiff Company had decided to oppose before the time had expired for doing so.

"K.1 to K. 7" were left with me. Mr. Burrowes brought me "K. 1 to K. 7" in 1915. They never called for the papers after leaving them. I knew I had them and I received on 4th May 1920 this letter from Mr. Dias (*tendered and marked "M 4"*). My reply of 6th May 1920 (*tendered and marked "M. 5"*).

4th January 1921.

Re-examination continued.

I knew I had the papers. I don't remember looking at the papers, if I did it was in connection with the two actions, but I don't think I did. I looked at them when Mrs. Hubbard desired to buy Mrs. Van Sertima's share in 1916.

I have had clients bring papers in connection with actions and they called for them when wanted. I have had papers left by one or more Company for as long a time. Parties have left papers and not returned for them until a long time after. I may have one or two documents in hand for parties who have not called for them. I have now a Company's papers left with me for four years but I do all their work. I told Emory when he asked me to get the option for him that Mr. King had a promise from me. I regarded myself in honour bound to inform him. He was to be informed when Mrs. Hubbard was prepared to sell, but for this promise I should have asked Mrs. Hubbard to give Emory an option for $5,500. I regarded it as a fair offer. If Emory had refused my offer to take an option in my name I should then have informed the Plaintiff Company that Emory was after the property. In accordance with my promise and the fact that I was a proxy Director of the Company. Burrowes told me Wieting and Richter had offered $12,000 this was before Emory arrived. I say so because I know I told Emory in May 1919, when he first saw me after arrival. I am quite clear as to Burrowes telling me *once* before Emory arrived and at least once again after his arrival.

I told Emory what I knew because he was interested to the extent of $2,700 which I promised to him. At that time I did not suspect that Emory was after the property himself but later on on looking back—September or October—I thought Emory indifferent as to his $2,700. He said in May "I am sorry after all I did not get those properties because if my people established themselves here they might be useful as an anchorage." He had also said this in January 1919. When I looked back in September or October I remember this. I had then received in the interval a letter from Mrs. Hubbard asking to be released. I showed this to Emory.

I showed Emory letter of 29th July 1919 from Mrs. Hubbard and said I would show the Plaintiff Company. I told him whatever I heard from Mrs. Hubbard or the Plaintiff Company. I felt he was interested—$2,700—I told him I would be glad to release Mrs. Hubbard and be done with the

matter. I was impressing on him he would not get $2,700 if I released Hubbard. All this was when I showed him the letter and he said "What you going to do."

At the interview with three lawyers already referred to I told them that I had told Mrs. Hubbard that I might make a profit on the transaction which profit would be mine.

I acted as I did in my action against Mrs. Hubbard because as I had repeatedly told the Plaintiffs' lawyers that I wished to be perfectly neutral and did not wish to take up the position of fighting Mrs. Hubbard to establish the contract and they wanted me to take up a position that the contract was good and ought to be held good. Of course I saw the pleadings but I had taken action on being forced by the Plaintiff Company.

In May 1920 I was satisfied of what I was long suspicious that the Plaintiff Company were looking after the interests of the Company and not of my position in the matter. They wanted me to claim that the sale to me was a good sale and to fight the action. I had seen a letter written to the Plaintiff Company's manager which confirmed my suspicion and caused me finally to act in my own action as I did.

I showed Emory correspondence with King and Hubbard on his return in May 1919 and at a later date I gave him copies of all the correspondence I gave it to Abrams or Emory both were present. It was after July and probably in November or December and after Emory had told me he had got an option from Mrs. Hubbard for these properties. I had then been retained by them.

To the Court: I knew in December 1919, I gave Emory a copy of my option with Mrs. Hubbard but as to the correspondence I am not certain whether I gave him copies or not I am disposed to think I gave him copies of some letters.

Question by Mr. Browne: Would you if acting for Mrs. Hubbard and Emory objected to the option in your name, would you have told her that the Plaintiff Company and Emory were in the field for the purchase of the properties?—*A.* As her lawyer I should have told her.

Evidence of Arthur George King.

Arthur George King. Examination.

ARTHUR GEORGE KING, Sworn.

I am a Solicitor. I was admitted in May 1914. When McKenzie in May 1914–1915 was buying properties I was practising with my father J. A. King. Then Mr. Neilson purchased in his own name and McKenzie transported to him all the properties he had purchased. Neilson is now the Secretary and a Director of the Plaintiff Company.

The Curators had a dispute with Mr. McKenzie and then with J. A. King who represented McKenzie. Curators would not transport the mining rights and the rights of way. Everything remained in abeyance. The Company was incorporated in September 1916. I was a director of the