12th February to resignation. I cannot find the letter of resignation, although I looked for it. " F. 16 " from me refers to it. I don't remember suggesting his letter should be dated 12th.

On 5th August I received from Humphrys " G. 2 " enclosing copy of a letter from Mrs. Hubbard of 29th July 1919.

On 7th August I replied to it " G. 3."

On 6th December he wrote to me " G. 6 " enclosing two letters from Mrs. Hubbard (" G. 2 " and " G. 4 "). (Fully made the position clear to her)—(as we agreed should be done).

The only event contemplated between Humphrys and self was Hubbard losing the action. The will case was finally settled in her favour. Gravesande appealed from the decision in her favour.

Mr. Peotter returned to the Colony in 1919 late in February or early in March with Mr. Neilson.

Q. Did Mr. Peotter say anything about this transaction?

Mr. Browne objects. Not evidence as to Emory.

Mr. Cox: They work together.

(Objection overruled.)

Neilson Peotter and I discussed the terms of purchase and I said I had been forced up by an offer from Mr. Emory of $11,000. Peotter said " Emory, I don't think he wants Aurora and Semerie." I said he tried to get it and he said " I am surprised at that." Peotter resigned from Plaintiff Company in April 1919 and left the Colony. He returned in 1920—I think in February. He came down with a Mr. Uchlein. They were connected in business.

I then saw the advertisement of transport for these properties. This was early in January and I went to Humphrys. He was ill. I asked him if he intended to oppose the transport. He said he wanted time to think over it and would let me know. He would like to discuss the matter with others. I went back after two days and got no definite answer. I went a third time two or three days after and he said he had practically made up his mind not to oppose. He did not oppose. The Plaintiff Company opposed. He at that time said he was in an awkward position us (the Company) on one side and Emory on the other side. He also said he was advised that the Plaintiff Company could oppose by itself (without him).

On one of these occasions Humphrys said he was to see Emory on that day and I saw Emory soon after I left in a cab in North Road going east. I have never met Mr. Abrams. I entered opposition for the Plaintiff Company. My brother was the solicitor.

I was for three months in Surinam with a party looking for bauxite. To get a rough idea as to the quantity of bauxite the circumference of the hill and then the height are ascertained—then pits are dug and a sample of earth taken at about every foot down. These samples are put in

separate bags and analyzed at the laboratory. I have not seen digging beyond 20 feet. Pits were dug 25 or 40 feet apart.

As far as I know no prospecting was done at Aurora and Semerie on behalf of the Plaintiff Company.

A. G. KING cross-examined by Mr. Humphrys.

Q. On 13th February 1919 do you remember my saying if resignation dated 13th February it would be the same day as the contract and you then said " date it the 12th "?—*A.* I don't remember any reference as to date. I think I drew Mr. J. A. King's attention to the date and he said it did not matter. My remark as to Plaintiff Company getting profit was only a joke. As to the price when you said $12,000 I did say it was a big jump. I can't say now how the $11,200 was eventually arrived at but you said we must pay the transport expenses $127 from you to the Company. You replied to me on the 19th February 1919 and I saw you the same afternoon, you then said my letter of the 13th and his reply of 19th made no mention as to the return of the money if the transport was not passed subject to what is stated in letter of 13th. I don't remember your saying my father had said he twice bought but you may have said it. If I remember rightly reference was made as to whether he could not transport to us hinged on the actions whether Mrs. Hubbard lost or not. If the actions were lost Hubbard could not give the whole to Humphrys and he to us so the money would be returned.

You said " Not a dog's chance for the other side."

On 9th December we said we hold you to your contract. I did not refer to the sole term under which the money was to be returned. On 20th February I wrote to you.

Cross-examined by Mr. Browne.

The Plaintiff Company made no violent efforts to obtain the properties in 1916 and 1917. I think Mr. Peotter, Managing Director at the end of 1917 or early in 1918 instructed me to try and purchase the properties for a sum not exceeding $5,000. The highest offer to the curators was $1,500 on behalf of the Company to be formed. I don't know why he increased the offer to $5,000. At that time no one was competing with the Plaintiff Company. The only obstacle was Mrs. Hubbard refusing to accept $5,000. At this time I had no control. I acted under instructions from Peotter. Late in 1918 and in 1919 I got control and was prepared to compete with any person or Company who desired the properties for bauxite business. If on 13th February Humphrys said he had had an offer of $20,000 I would not have dropped out. I should not have offered on that unless I was given an opportunity to communicate with the local Chairman or cable to Mr. Neilson. If no opportunity was given I don't think I would have bought. If the Plaintiff Company owned the properties