In the Supreme Court of British Guiana.

No. 7. Plaintiffs' Evidence.

Arthur George King. Re-examination—*continued.*

paid by the Plaintiff Company. I knew no more about the value of Aurora and Semerie that what had been paid for the adjoining lands, that is, an average of $2.50 an acre. The prices range from $2 to $4.60 per acre. We paid $43,000 for about 20,000 acres. "$20,000 would not part with properties" is my own individual opinion.

Through the COURT—to Mr. BROWNE we have bought Lot 16: or Mahaicabally but not got transport for $187.

To Mr. DE FREITAS: I think Mahaicabally is about 1,000 acres and there are 19 lots all of same size.

Evidence of Herbert Alleyne Nathaniel Burrowes.

Herbert Alleyne Nathaniel Burrowes. Examination.

HERBERT ALLEYNE NATHANIEL BURROWES, Sworn.

I am Deputy Colonial Treasurer. I was born in this Colony and have held powers of attorney for absentee proprietors. The largest proprietor is estate of Jones since 1902. Jointly with other attorneys I have sold many properties. I knew the late Mr. Hubbard, we were intimate friends. Both of us were in the Customs Department for years. Mr. Colin De Ros and I were appointed curators of his property in September 1909. He was married to the Defendant Hubbard some four years before this—about 1905. I should say she is about 68 years of age. Mrs. Hubbard represented by Mr. McArthur instructed by Mr. Sampson, solicitor, represented Mrs. Hubbard who applied for curators and Mr. Hubbard represented by Mr. E. G. Woolford instructed by Mr. J. B. Woolford, solicitor, opposed the application. Miss Barry amongst others spent his money freely. I saw these properties once from the river. I was unable to land, they were all over with bush. I can't speak of their condition to-day. I have not ordered the clearing of the land but I have had requests and prosecuted one person, in the lifetime of Mr. Hubbard. When I saw the properties from the river I went to prosecute the man. Humphrys went with me as counsel. That was in 1913 I think. Under his will Mrs. Hubbard and I were executors.

As curators I petitioned the Court for leave to sell. No sale was effected. At this time Mr. Mittelholzer was appointed curator with me as Mr. De Ros had died.

"J. 1" is the petition and order. The sale was not effected as Mrs. Hubbard discovered subsequently that Mr. J. A. King was solicitor in the matter, she distrusted him and would not consent to the sale, so the curators took no further action in the matter in deference to her wishes. I don't know the cause of the distrust. I believe she distrusted most lawyers. Mr. J. A. King wrote trying to force our hands and she was aware of this. She saw all the correspondence and I consulted with her on every occasion. Distrust of Mr. King existed before the correspondence. I think before the petition but cannot be sure.

In the Supreme Court of British Guiana.

No. 7. Plaintiffs' Evidence.

Herbert Alleyne Nathaniel Burrowes. Examination—*continued.*

"J. 12" of 13th February aggravated the position. Notes in pencil expressed the curators' feeling at the time. Mr. King threatened an action but he never brought it. In January 1919 when Humphrys obtained the option I was present at his office with Mrs. Hubbard and Mrs. Valladares, I think her niece. This is the option "F. 1" dated 31st January 1919. I saw Humphrys some time before and he said the Plaintiff Company had made an offer of $5,000. I asked Mrs. Hubbard if she would accept the offer. She was disinclined to accept $5,000 and I so informed Humphrys. After this Humphrys asked me to ask Mrs. Hubbard to come to his office as he wished to make her an offer himself. I think he said $5,500. I don't think he then mentioned the option. I should say a month between these two occurrences but it might have been longer but certainly not eight months. I saw Mrs. Hubbard and as far as my memory serves me I told her all that Humphrys said to me. I am not sure but she may have discussed the matter with me. I know she said she would go and she did so. I thought $5,000 a fair offer and told her so. I left it to her but in my mind I thought it a good price. If it was my property I should have sold and at once invested in Government Bonds at 5 per cent. Up to the present no income received from the properties except $63 from the timber stolen, which was recovered and sold. While as curator and executor I acted as if the properties were my own properties.

Mrs. Hubbard arranged a day and I was to go with her. I was rung up from Humphrys' office but I was busy and could not go. On the day the option was given I was at Humphrys' office and Mrs. Hubbard and Mrs. Valladares were present. As far as I recollect Mr. Humphrys told Mrs. Hubbard he had heard from some American people who were ikely to be competitors with the Bauxite Company in the purchase of Aurora and Semerie and he would like himself personally to make her an offer of $5,500 if she would give him an option for three months and Mrs. Hubbard asked about legal difficulties, transport and all that. Fees for that and Mr. Humphrys said he was prepared to take an option for $5,500 net. Mrs. Valladares was asked her opinion by Mrs. Hubbard and Mrs. Valladares thought she should give the option. Mrs. Hubbard asked my opinion also and as she had already refused $5,000 and knew my opinion I told her well Mrs. Hubbard it is your property and if you like to sell it you can do so. Mrs. Hubbard said she would give the option and Humphrys put it subsequently in writing and sent it to me or Mrs. Hubbard with a cheque for $25. (*Letter "F. 2" shown.*) It was sent to me next day. The amount agreed on was omitted and it was inserted and initialled by Humphrys and Mrs. Hubbard. It was signed on the same day (31st January 1919). I consider the offer a good one. Humphrys is my cousin and a great friend. The fact that he is a cousin of mine had no influence whatever on me as to approving of the offer. If Mrs. Hubbard had not agreed it was for her to say whether she would accept or not. I would if it was my property have accepted the $5,000 from the Plaintiff Company.