In the Supreme Court of British Guiana.

No. 7. Plaintiffs' Evidence.

Herbert Alleyne Nathaniel Burrowes. Examination—*continued.*

I look at "G. 1" letter of 29th July 1919 to Mr. Humphrys from Mrs. Hubbard. I don't remember seeing this letter before. Mrs. Hubbard may have shown it to me but I don't remember. It contains the substance of what she told me verbally, that she had a larger offer and which I repeated to Humphrys and he asked that Mrs. Hubbard would write what she had to say to him with regard to the cancelment of the sale. This letter is signed by Mrs. Hubbard but the body of the letter is not written by her. I believe it is written by Mrs. Valladares. Mrs. Hubbard never told me that she had actually had an offer of $12,000. She said what her nephew had told her. Emory approached me after his return to the Colony. No reference was made by Humphrys or me as to the statement in the letter with regard to Humphrys' share of the profits.

"G. 3" of 23rd August from Humphrys to Hubbard—it contains what I was told by Humphrys. I don't remember seeing this letter.

Mrs. Hubbard subsequently informed me that is when I asked her on seeing transports advertised in December, and she said she was cancelling the sale to Humphrys and selling to Mr. Emory. This was the first information I had of this. I went to her house and told her legal complications would arise and I wished to give up as executor. She gave me no particulars beyond saying Humphrys had not paid interest or carried out the contract of sale and she considered the agreement cancelled. I was put out because she did not consult me as she had always done and I told her so. I looked after repairs for her and she consulted me—so far as I know—in everything connected with the properties.

21st February 1921.

This letter of 6th November 1919; it ought to be 11th June 1919. On a reference to the repairs in the accounts filed in Court I am satisfied it ought to be June and not November. I also do not think Mrs. Hubbard was living in Murray Street in November, this is the address on the letter. I think in November 1919 she was in Church Street. She moved here from Murray Street (*tendered and marked* "*M.* 7" Hubbard *to witness*). I can't fix the exact month she moved from Murray Street; it might have been August or September 1919. "G. 2" shows she was in Murray Street in July so she was there in June. Paragraph in "M. 7" (last but one) referred to the land in dispute purchased by her from Van Sertima. I think "M. 7" was written before the interview with Humphrys as to releasing her (about June 1919). I can recall no conversation with Mrs. Hubbard which would account for her reference to an advertisement in her letter. I look at the accounts and think beyond doubt that I am correct as to 11th June 1919 and not 6th November 1919. That work was paid for in July.

"M. 7" I must have shown it to Humphrys, there must have been some conversation about the advertisement. This I gather from "M. 7." Her next step I think was to ask Humphrys to release her. I don't remember seeing the letter of 29th July ("*G.* 1") until I came into Court.

In the Supreme Court of British Guiana.

No. 7. Plaintiffs' Evidence.

Herbert Alleyne Nathaniel Burrowes. Examination—*continued.*

I first knew that Mrs. Hubbard had changed her mind when I saw the advertisement of transport to Emory. I told her I thought it would lead to legal complications. She never consulted me as to the sale to Emory. She did not consult me with regard to the sale of the properties. I made payments in January 1920 on her behalf for repairs to Lot 302 Church Street at her request but nothing in connection with Aurora and Semerie. There never were repairs. She did not consult me after January 1920 with regard to her husband's estate. In January or February 1920 I saw Mrs. Hubbard with Mr. Humphrys at his request. We both pointed out to her the probability of legal complications and she said she was indifferent as to who got the property—whether the Bauxite Company or Emory—and that she was tired of the whole business. The law suit then came on. I can't remember anything else being said. No conclusion come to as far as I can recollect. This was the only other interview I had with her.

Cross-examination.

Cross-examined.

I was constantly brought into contact with Mrs. Hubbard first as curator of her husband and then as an executor under his will. Nothing came of the deal between Mr. King and the curators. At that time I had no idea of the value of Aurora and Semerie. I understood no bauxite was on these places at the beginning of the correspondence. Mr. King only wanted a right-of-way. Later on he (J. A. King) wanted mining rights. Humphrys for the curators prosecuted for the theft of timber from the estate. The first appearance was on behalf of Mrs. Hubbard.

Before Mr. Humphrys I retained for persons I represented Mr. Sherlock and Mr. Sampson. Sherlock has left the Colony. I took Humphrys in place of Sampson. I gave work to Humphrys as a personal friend and relative of mine. He has always given satisfaction. I am an attorney of Jones' Estate with two others. All three engaged Humphrys. As to Hubbard's estate I did it alone. Mrs. Hubbard was out of the Colony. I don't think Mrs. Hubbard and Mr. Humphrys met in Mr. Hubbard's lifetime. On her return I introduced Humphrys to her as having been employed by me to look after the estate. I employed him—apart from personal connection—as I considered him the best man. Mrs. Hubbard said she was quite satisfied with him when she returned from Barbados. Mr. McArthur and Mr. Sampson represented Mrs. Hubbard in her application to appoint curators. Humphrys then was not called to the Bar. All legal questions in connection with the estate were submitted to Humphrys by Mrs. Hubbard or myself and he was always successful. There was one case in 1914 and he advised the curators, and he advised the executors from October 1915, and up to the present time so far as I am concerned as an executor of Hubbard's estate. I am not yet discharged. I filed my accounts on 26th July 1920, and since that date I have not acted as executor.

On 30th January 1919 when the option was given by Mrs. Hubbard to Humphrys he did not say Emory wanted an option his name was not