called at all. Humphrys said competition between the Bauxite Company and Americans might lead to the properties selling at a higher price than the Bauxite Company's offer and if he got a higher price the profits should be his. I don't remember reference to the war being over Government lands would be open for location. I remember no reference to land being sandwiched between Plaintiffs' land. I was not told of the conversation with Mr. King and Humphrys at this time. About 30th January 1919. On that date no reference was made to $6,000. I do not remember Mrs. Hubbard asking for more than $5,500. Humphrys said the highest offer was $5,000 and he would be glad if she would give him an option for $5,500 but he could not say definitely whether he would take up the option or not. He might have said "prepared." I can't say *verbatim* what passed. I understood he wished to get an option for $5,500. Mrs. Hubbard asked Mrs. Valladares if she thought she should accept the option. Mrs. Valladares said to give the option. She said she thought she should accept the offer but I can't remember the exact words. Mrs. Hubbard asked me my opinion and I told her the property was hers and if she was satisfied with the option I was satisfied. She had bought Mrs. Van Sertima's portion and I felt the properties were hers and she could do as she liked. I referred to interest and Humphrys said he would pay it. The only ground on which she desired not to sell was her unwillingness to have further law suits. She said she would like to get rid of law suits. Humphrys said that he would endeavour to have the $5,500 if he purchased paid into Court and would pay interest at 6 per cent. until transport could be passed. She was under the impression that she could not pass transport with the law suits pending and she was anxious to get rid of these before dealing with the properties. The interview when the option was given lasted about half an hour. In April Mr. Humphrys told Mrs. Hubbard that he had sold to the Plaintiffs for $11,200 he asked me to tell Hubbard he would like to see her. I went with her to Humphrys' office, he told her unkind and nasty remarks were made about him, he did not give the nasty remarks. As to the price he obtained for the property and the small amount he had paid. Humphrys said he was prepared to give her the whole of the purchase price $11,200 but it would put him in an awkward position as he had arranged to pay the American gentleman who was in competition $2,700. It was then that I heard for the first time that the property was sold for $11,200. I was surprised or staggered and I may or may not have said so. Mrs. Hubbard said he could have the profits. At this time the price was not mentioned. I can't swear definitely whether or not the $11,200 was mentioned before or after Hubbard had said Humphrys could have the profits.

I would not say she used the words "stand by bargain"; she might have said "carry out agreement." This is the gist of what she said. I can't say the exact words she used. Mr. Humphrys was more in touch with this transaction than I was, and his recollection might or might not be better than mine. I should have taken notes if I had contemplated

giving evidence. I have stated my recollections, and, as far as I can say, they are accurate. I have given the gist of what took place. I knew Mrs. Hubbard a long time. Never known her give away large sums of money. It seemed strange she should give up such a large sum. I have never heard such a thing as a person giving up $5,700.

22nd February 1921.

I knew she was making a large profit on her purchase from Van Sertima and I considered she felt morally bound to adhere to the agreement she made with Humphrys in the first instance. She gave a receipt for $250. In July 1919 Emory came to me and I first heard he wanted to negotiate. I had heard nothing before.

Q. If you had known Emory was desirous of an option would you have told her?—*A.* Yes as I would consider she might get a bigger price by competition.

I look at "F. 13" of 8th February 1919 accepting the option I agreed to the exercise of the option.

I look at "F. 3" of 5th February 1919 (ready to compete with others). I see this letter now for the first time.

("*F.* 11" *of* 13*th February* 1919 *read*) I do not recollect seeing this letter before. From Solicitor of the Company.

These letters are of anterior date to Humphrys' letter of 18th February exercising the option. I signed the option.

If I had seen these letters of 5th February and 13th February 1919, I would on 18th February or earlier have told Mrs. Hubbard ($250 *paid*).

I said already I had dealt with Hubbard's estate as if it was my own. With a knowledge of these letters ("*F.* 3" *and* "*F.* 11") I would have advised Mrs. Hubbard not to accept the exercise of the option given by her to Humphrys. If it was my property I would not have done so. I would return the $250 and leave it to Humphrys to do what he liked.

Cross-examined by Mr. Humphrys.

When the option was given on the 30th January 1919, you told Mrs. Hubbard you might or might not make a profit and if any profit was made it would be yours. At the interview on the 7th April you told Mrs. Hubbard the price you were selling at was $11,200. You told her that rather than have any nastiness you would give her the whole of the price on the passing of the transport.

To the Court: I cannot say for certain that when he offered to give her the whole price of the purchase money as stated above the $11,200 had been mentioned by him, that is, before or after.

I understood that you would give her the $11,200 and if you did so the American gentleman would not get his money.