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to McKenzie for the sum of $500. The curators refused to pass transport as Mrs. Hubbard objected. Thereupon a motion was filed by J. A. King to have the order carried into effect. Thomas Hubbard died and nothing further was done. The Plaintiff Company was incorporated on the 18th September 1916 and at the request of the chairman, J. A. King, Humphrys became a proxy-director. After the first meeting of the Board at the end of 1916 J. A. King said: "Humphrys, Mrs. Hubbard is a client of yours, isn't she?" Humphrys said "Yes," and then added that he had settled estate and was representing her in certain actions brought against the estate and that on inquiry by J. A. King he gave the nature of these actions. J. A. King then asked to let him know if Mrs. Hubbard was going to sell and Humphrys promised to do his best for him but suggested that an offer be made to him in writing. This is Humphrys version of what took place and it is in effect borne out by J. A. King, who says that he told Humphrys they wanted to purchase these properties outright; that he spoke to him as he knew he was retained as counsel in the will action and as a friend of the Company he asked him to keep them in touch about the properties; that he relied on him as a friend and proxy director to give them any information he had as to who would be the owners eventually. He adds that Humphrys never held himself out as the agent of Mrs. Hubbard. Soon after this interview Arthur George King, who is the solicitor, a director and assistant secretary of the Plaintiff Company, and who had been directed by the managing director to purchase these properties for a sum within $5,000 and to try $3,000 wrote to Humphrys on the 23rd January 1918 offering $3,000, which Mrs. Hubbard refused. In this letter he refers to Mrs. Hubbard as "your client." Humphrys submitted this offer through the executor Burrowes. At an interview with Mrs. Hubbard, subsequently, he referred to her refusal, and she told him that she did not wish to sell while actions were pending, and anyhow she would refuse $3,000. She further said that J. A. King had tried to rob her by offering $1,500 (it was $500) for right of way and mining rights and now offered $3,000. Humphrys told her that $3,000 was for the whole of these properties and she shook her head. Within a month or two the offer was increased by A. G. King to $5,000 and Humphrys was told to tell Mrs. Hubbard that this was the last and final offer. This was conveyed to Mrs. Hubbard through the same channel and refused by her on the same ground.

The Defendant Emory had been in the employ of the Plaintiff Company and he severed his connection and returned to America to join the army in April 1918. In January 1919 he returned to the colony. He saw Humphrys on his arrival about the middle of that month by appointment at the Georgetown Club and asked him whether he would act for him in bauxite matters during his absence from the colony. Humphrys told him that as a proxy-director of the Plaintiff Company he could not, but that if he wished him to do his work he would resign his directorship. Emory said he would give him a retainer and on the 13th February 1919 on leaving the colony he sent Humphrys a cheque for $300 as a retainer

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for six months, whereupon Humphrys resigned his seat on the directorate. In the course of this interview Emory said that he was keeping his eye open for any bauxite proposition; that his principals were in America but that he did not know exactly who they were. He asked if the Plaintiff Company had bought these properties yet and Humphrys told him not so far as he knew. He then asked their last offer and was told $5,000, and that they had said that this was their last and final offer and that it had been refused by Mrs. Hubbard; that Emory said "as far as that goes the properties are not worth a bit more than $5,000 or $5,500 at the outside as they have very little bauxite on them; the value to the Company is that the properties lie between their lands." Emory then asked Humphrys to ask Mrs. Hubbard to give him (Emory) an option for $5,500. Humphrys told Emory he could not as King (the chairman of the Company) had asked him to give the company the refusal of the highest offer. Emory said "Yes, but they told you not doing more than $5,000." Humphrys said "Yes" and added that he did not feel justified in getting an option for him without informing the Plaintiff Company. Emory said that he saw no objection and Humphrys replied that he did, and gave as his reason that he was a proxy-director as well as the fact that he had given his word to J. A. King. There was further discussion, then Humphrys said: "Emory, this is what I will do. The Bauxite Company say they will not give more than $5,000. You say $5,500 is outside value, and that amount you wish to obtain option for. I will ask Mrs. Hubbard if she will give me an option for $5,500. If I get it I will tell the Bauxite Company I have it, and ask if they intend to spring on their offer." Humphrys adds that he told Emory he would put the highest offer before the Bauxite Company if any such offer was made by him (Emory) and let the Company say if they would take it or not. Emory said he did not think they would offer more than they had done. Humphrys agreed with this, but said as the lands are between lands of the company they might increase their offer. Humphrys then saw Burrowes and requested him to ask Mrs. Hubbard to see him in connection with an option of $5,500 which he desired to obtain from her on his own behalf. The interview took place at Humphrys chambers on 30th January 1919 in the presence of Burrowes and a Mrs. Valladares. As they came in this lady said: "Mr. Humphrys, auntie and I have been speaking over this matter, and we have decided to sell the lands as they are not earning anything." Humphrys says: "Mrs. Hubbard asked me the last offer made by Mr. King for the land. I said $5,000, therefore my offer of $5,500 for option is $500 in excess. I reminded her that the Bauxite Company had said $5,000 was their final offer. I told her some people in America might want to acquire these properties and might or might not care to take them for more than $5,500 and therefore I might or might not make a profit on the transaction because the Bauxite Company although they had said $5,000 was their last offer might change their mind when they knew someone else was after it. I said if she gave an option it must be for three months and I was only prepared to pay $25 for option. She then said: 'Mr. Humphrys, if I sell these lands to you