always led them to believe that he would get the properties for them as soon as the legal difficulties which the estate was in were settled, and saying that they were quite prepared to compete with others if there are competitors and he adds "after all that has passed between us and looking to the fact that you are a proxy-director of the company I feel sure that you will play the game with us" ("*F.* 3"). On the following day (6th February) J. A. King said to Humphrys at the club: "We want those lands, you know!" Humphrys pointed out that they had said $5,000 was their last offer and J. A. King said: "Yes, but a matter of $1,000 is neither here not there to the Bauxite Company," and he repeated that they were ready to compete with other companies, Humphrys gave his word that any offer received would be submitted to them. As a result of his visit to these properties Emory on 12th February 1919 added another $500 to their value—he said with $5,500 to $6,000 at the outside. Humphrys then reminded Emory that these lands lay between lands owned by the Plaintiff Company. Emory did not think they would run a railway line on that side of the river, but added that they might do so.

On being asked by Humphrys what he would do Emory said to tell the Plaintiff Company that he was prepared to take an option on his option for $11,000 and expressed the opinion that they would not go to that price. The next morning Humphrys saw A. G. King, the solicitor of the company, and told him of the $11,000 option and asked him if his company would spring on that and say $12,000. A. G. King pointed out that $11,000 was only an option and might never be exercised, to which Humphrys replied: "Yes, but it might." Humphrys further told A. G. King that Emory was leaving the Colony at 1 p.m. on that day and he must let Emory know. A. G. King then made a "firm offer" of $11,200 and on the same day (13th February 1919) confirmed the purchase and undertook to pay transport expenses up to $127. Humphrys at once told Emory, who said in effect that the properties were not worth half of that and that they had paid heavily for them, that he had put a lot of money in his (Humphrys) way because it was only on account of his offer to take an option on his option that the Bauxite Company had paid so big a price. Humphrys agreed that this was perfectly true and offered to pay all Emory's expenses to the Colony and back. The sum finally arranged on was $2,700. Emory left the Colony on the same day (13th February), having paid Humphrys a retainer of $300, already referred to, to act for him in bauxite matters. It having come to Humphrys knowledge that nasty remarks had been made as to his buying for $5,500 and selling for $11,200 he had an interview with Mrs. Hubbard and Burrowes on 7th April 1919, when he told her that he wanted no nastiness about the matter and if she was dissatisfied to say so, and on passing the transport he would give her the whole of the purchase price, but that it would put him in a very uncomfortable position as he had arranged to give another gentleman $2,700 out of it and that if he did not get profits he could not pay him. Mrs. Hubbard asked if any





reductions were to be made from the $5,500—that she would like it clear. Humphrys undertook to see that she got it without any reduction.

On cross-examination Humphrys said he made the offer because it had been brought to his notice that he was dealing with a client and if she wishes he was prepared to hand over to her the profits. Burrowes in his evidence says that when Humphrys said he would give Mrs. Hubbard the whole of the purchase price, $11,200, he then heard for the first time the figure at which Humphrys had sold and that he was surprised and staggered. He never heard of a person giving up $5,700. With a knowledge of the letters of 5th February 1919 and 13th February 1919 he would have advised Mrs. Hubbard not to accept exercise of option by Humphrys. In re-examination he is asked what did he understand this question put by counsel meant to convey, and what is meant by his answer. In reply Burrowes says: "He asked if I would allow Mrs. Hubbard to carry out option if I had seen these letters before 18th February and my answer was in the negative." It was the large sum showing the place was worth more and the option had not been exercised up to the date of these two letters and only exercised on 18th February—he says if necessary he would have sought legal advice, that he did not make any objection on 7th April as Mrs. Hubbard appeared to be contented with $5,500 in view of Humphrys saying that he would be out of pocket as he had to pay an American gentleman who would lose his share and that he was a competitor and instrumental in the price obtained.

On 29th July 1919 Mrs. Hubbard wrote asking Humphrys to oblige her by cancelling the option and pointing out that the moneys had not been put in trust as arranged, that she had had a better offer and would make a large profit after deducting the amount which he would be entitled to under the present arrangement, that she wished him to have that amount and would see that he did not lose. The Plaintiff Company declined to cancel the sale and Mrs. Hubbard was so informed. On the 1st December 1919 Mrs. Hubbard wrote that she declined to transport properties, that the option was given on the distinct understanding that the purchase money would be at once paid and that she did not feel that she had received fair treatment at their hands. This was confirmed by another letter of 3rd December 1919, and she added "for other reasons in connection with obtaining the option of which you, as a barrister, are undoubtedly aware." Copies of these two letters were sent under cover of a letter to the Plaintiff Company dated 6th December 1919 by Humphrys in which he refers to Hubbard as "a client of mine." The Plaintiff Company insisted on having transport and declined to cancel the sale to them. On the 22nd December 1919 Humphreys forwarded advertisements of transport to Mrs. Hubbard to be signed and on 23rd December 1919 she declined to execute any application for transport and asked that this be considered definite and final.

Emory, who left the Colony in 13th February 1919, returned in the following May and expressed to Humphrys his regret at not having purchased