In the Supreme Court of British Guiana.

No. 9. Order of Court, 9th April 1921. *continued.*

In the West Indian Court of Appeal.

No. 10. Notice of Motion and Reasons for Appeal, 20th May 1921.

named actions do stand dismissed with costs including costs to two counsel for the Defendants Louisa Malvina Hubbard and Lloyd Tilghman Emory.

This Court allows no costs to the Defendant Hugh Chester Humphrys.

By the Court.

G. H. WESTMASS, S.C. M. J. BERKELEY, J.

No. 10.

Notice of Motion and Reasons for Appeal.

1921, No. 41.

In the Court of Appeal.
Colony of British Guiana.

Between

DEMERARA BAUXITE COMPANY, LIMITED, a Company incorporated in this Colony under the Companies (Consolidation) Ordinance, 1913, whose registered Office is situate at Lot 7 Coral Street, in the City of Georgetown, in the Colony of British Guiana - - - - *Plaintiffs*

And

LOUISA MALVINA HUBBARD, Widow, HUGH CHESTER HUMPHRYS and LLOYD TILGHMAN EMORY - - - - - - *Defendants.*

(1920, No. 218.)

Take notice that this Court will be moved on a day and at an hour of which you shall be informed by the Registrar by Mr. de Freitas of King's Counsel on the part of the Plaintiffs that the Judgment made in this action and dated the 9th day of April 1921 may be reversed. And that it may be adjudged that—

(*a*) the sale purporting to be made between the said Louisa Malvina Hubbard and Lloyd Tilghman Emory of the two following properties or any portion thereof namely:—

"*Firstly*, the piece of land known as Aurora situate on the left bank of the Demerara River bounded on the South by lands known as Cape Star on the North by the Southern half of lands known as Semerie on the East by the Demerara River and on the West by Government lands; and

"*Secondly*, the north half of a piece of land known as Semerie situate on the left bank of the Demerara River bounded on the South by the Southern half of the piece of land known as Semerie on the North by a piece of land known as

In the West Indian Court of Appeal.

No. 10. Notice of Motion and Reasons for Appeal, 20th May 1921—*continued.*

Mahaickabally on the East by the Demerara River and on the West by Government lands,"

be declared null and void and of no effect as against the Plaintiffs.

(*b*) The Contract of Sale of the said properties entered into between the said Louisa Malvina Hubbard and the said Hugh Chester Humphrys on the 18th day of February 1919 for the sum of $5,500, and the Contract of Sale of the said properties entered into between the said Hugh Chester Humphrys and the Plaintiffs on the 19th day of February 1919 for the sum of $11,200 do stand and be declared valid and binding upon the said Louisa Malvina Hubbard.

(*c*) The said Louisa Malvina Hubbard do pass transport of the said properties to and in favour of the said Hugh Chester Humphrys and that the said Hugh Chester Humphrys do pass transport of the said properties to the Plaintiffs upon payment by the Plaintiffs of the sum of $10,700, being the balance of the purchase money.

(*d*) Alternatively, the said Hugh Chester Humphrys was the agent of and/or trustee for the said Louisa Malvina Hubbard in the sale of the said properties to the Plaintiffs herein and that the Contract of Sale by the said Hugh Chester Humphrys to the Plaintiffs is binding on the said Louisa Malvina Hubbard and that the said Louisa Malvina Hubbard be compelled forthwith to pass transport of the said properties mentioned herein to and in favour of the Plaintiffs herein and that the Plaintiffs do pay to the said Louisa Malvina Hubbard the sum of $10,700 being the balance of the said purchase money under the said Contract of Sale on the passing of the said transport.

(*e*) Such other Order as the Court may deem just be made.

(*f*) The Plaintiffs be awarded the costs of these proceedings and the costs in the Court below.

And further take notice that the following are the grounds of the Appeal:—

1. The learned Judge erred in law and in fact in holding that the relationship of solicitor and client existed at the time the option was obtained by the Defendant Humphrys from the Defendant Hubbard. The relationship of solicitor and client did not exist between the Defendant Humphrys and the Defendant Hubbard in law or in fact or at all.

2. The learned Judge erred in law in holding that the Defendant Humphrys was engaged as Solicitor *in hac re* to the Defendant Hubbard at the time the option was obtained by him and that there was no evidence in support of such finding.

3. There was no duty or obligation cast upon the Defendant Humphrys towards the Defendant Hubbard in the matter of the sale or purchase of the properties in question.

4. The learned Judge erred in fact and in law in holding that the Defendant Humphrys at the time he obtained the option to purchase