the properties the subject matter of this action had taken advantage of special knowledge acquired by him by virtue of his employment as Solicitor to the Defendant Hubbard.

5. The evidence clearly established that the Defendant Humphrys had made full disclosure of all necessary and material facts as then known to him to the Defendant Hubbard before the option agreement was entered into, even assuming that the relationship of solicitor and client was then existing between them, and the learned Judge erred in finding that the Defendant Humphrys had not done so.

6. The transaction between the Defendant Humphrys and the Defendant Hubbard was manifestly fair and there was no need for independent advice; alternatively, if independent advice was necessary the Defendant Hubbard had such independent advice.

7. The learned Judge erred in finding first that the Defendant Humphrys had not discharged his duty to the Defendant Hubbard and then in proceeding to consider whether the Defendant Humphrys owed any such duty to the Defendant Hubbard. There was no evidence to support either of such findings.

8. The evidence clearly established that at the time the option agreement was entered into by the Defendant Hubbard the Defendant Humphrys had no other knowledge or information concerning the value of the property in question than the offer of the Plaintiff Company of $5,000, and the value obtained from the Defendant Emory to wit, $5,500, and the fancy price subsequently offered by the Plaintiff Company for special reasons and under special circumstances did not invalidate the option agreement referred to, the price obtained by the Defendant Humphrys ($5,500) being at the time the agreement was made a fair and adequate price.

9. The Defendant Hubbard was as fully aware as the Defendant Humphrys of the value of the properties at the time the option agreement was made and the Defendant Hubbard was fully aware of what she was doing at the time and believed that it was to her advantage to sell the properties in question for the sum of $5,500.

10. The evidence established that the market price of the properties in January 1919 was $5,500, and if the Defendant Humphrys had communicated to the Defendant Hubbard the offer of an option for $5,500 received from the Defendant Emory on or about the 28th January 1919 or any other offer for the said sum the Defendant Hubbard would have accepted the said offer.

11. The alleged offer of an option on the Defendant Humphrys' option for $11,000 by the Defendant Emory on the 12th February 1919 was not a *bona fide* offer but a mere pretence designed to induce and influence the Plaintiff Company to offer a fancy price for the properties and to secure for the Defendant Emory a share in the profits of the deal.

12. The evidence clearly established that the Defendant Humphrys had acquired no ascendency or influence over the Defendant Hubbard; and even assuming that he had acquired such influence or ascendency and had consequently acquired her confidence the penalty for abusing such alleged confidence is forfeiture of the profits the Defendant Humphrys had made on the sale to the Plaintiff Company.

13. If on the evidence it can be found that the Defendant Humphrys was the agent of the Defendant Hubbard then the sale by him to the Plaintiff Company was in law a sale by the Defendant Hubbard to the Plaintiff Company.

14. The evidence clearly established that the Defendant Hubbard confirmed and approved of the sale by the Defendant Humphrys to the Plaintiff Company and the subsequent acceptance of the Defendant Emory's alleged offer in the month of July 1919 was obtained by fraud on the part of the Defendant Emory.

Dated the 20th day of May 1921.

ARTHUR G. KING,
Solicitor for the Plaintiffs.

To Mr. Francis Dias,
Solicitor for the Defendants
Louisa Malvina Hubbard and
Lloyd Tilghman Emory; and

To Mr. Joseph Gonsalves,
Solicitor for the Defendant
Hugh Chester Humphrys.

No. 11.

No. 11. Judgment of the President, Sir Alfred Lucie Smith, 23rd November 1921.

Judgment of the President (Sir Alfred Lucie Smith).

This is an appeal from the decision of Berkeley, J., dismissing the action of the Appellants by which they claimed specific performance of two contracts, the one entered into between the Respondent Hubbard and the Respondent Humphrys, and the other between the Respondent Humphrys and the Appellants.

Mrs. Hubbard owned an undivided half of certain property under the will of her husband and she purchased the other undivided half from Mrs. Van Sertima. The Respondent Humphrys is a barrister and also acts as a Solicitor, as is recognised and allowed in the Colony. He acted for Mrs. Hubbard in all matters relating to the estate of her deceased husband. Before Mr. Hubbard's death there was some proposal of purchasing a right of way and mining rights over the properties in question, but after her husband's death Mrs. Hubbard refused to carry it out. Humphrys was also proxy director of the Appellant Company. When he was made a