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."

In consequence of the two actions pending in the Supreme Court, transport for the properties was not passed.

On the 16th May 1919 Emory returned. The question of the purchase was discussed with him. Humphrys told him that Mrs. Hubbard desired him to release her as to purchase of Aurora and Semerie, and that he was quite prepared to release her if the Plaintiff Company would release him. This was told several times before July 29th 1919. On the 29th July 1919 Mrs. Hubbard wrote asking for the option to be cancelled and stated that she had received a better offer than $11,200. In that letter she says: "After deducting the amount which you would be entitled to under the present arrangement with the Demerara Bauxite Company, which amount I wish you to have and will see that you do not lose under the fresh sale I propose to make to another party." That letter was communicated to Mr. A. G. King who, on the 7th August, declined to cancel the sale. On the 1st December Mrs. Hubbard wrote to Humphrys and declined to transport the properties, and about that time she sold the properties to Emory for $12,000.

Humphrys brought an action against Mrs. Hubbard for specific performance which was dismissed.

The facts as I have set them out form little more than a chronological statement. In this case, however, there is something more to be considered, and that is the relationship of the various parties more particularly the relationship of Mrs. Hubbard and Mr. Humphrys.

To commence with Mrs. Hubbard, who is a lady aged about 63. Although presumably a lady of ordinary business capacity and intelligence, there is nothing to show that she had any special knowledge either as to the value of the land or as to the value of any part of her estate, beyond what she might be informed by her advisers. She had bought the share of Mrs. Sertima in these Aurora and Semerie properties for some $900. She refused offers from the Bauxite Company, mainly on the ground of prejudice because she considered that that company had tried to take advantage of her. She had instructed Mr. Humphrys in a number of matters, all the legal business she had, and some of importance. He had been invariably successful. In the matter of the will she had reason to be grateful to him and had openly expressed her satisfaction. She did not take any steps to sell the land. As to its value or any special value, she only knew what Mr. Humphrys imparted to her. It was Mr. Humphrys who approached her with a view, not to purchasing the properties for himself, but of obtaining an option, so that he might make a profit on selling it to someone else.

With his special knowledge I will deal later. Of any special knowledge he might have Mrs. Hubbard was informed that some people in America

might want to acquire these properties, and might or might not care to take them for more than $5,500. There had been some sort of valuation for estate purposes. Beyond this there had been no expert valuation. Mrs. Hubbard seems to have discussed the matter with Mrs. Valladares, as to the value of whose opinion there is no evidence. Mr. Burrowes, her co-executor, who states that he had no knowledge of the value of the properties, seems to have consented to her selling the land. She appears to have been under the impression that she was selling the land. It does not appear to have been explained to her what an option was or that she was getting $25 and might not get any more unless there was a successful resale by Humphrys.

In July she had received some other offer. It is clear from that letter that she did not appreciate the position of solicitor and client. She then wrote a letter asking that the option might be cancelled and later, when unquestionably she had been advised as to the legal position, she definitely cancelled the option. Then there was no longer any question of Humphrys retaining any share of the profits for himself.

Mr. Burrowes' opinion of Mrs. Hubbard is given in evidence. He says: "Mrs. Hubbard had a strong will. I found her strong-minded. She would not be led in my opinion by most people, including myself." It is not, however, a question of opinions, but of actions.

It has been suggested that Mrs. Valladares and Mr. Burrowes were in a position to give independent advice. Neither the one nor the other appears to have been in any better position than Mrs. Hubbard herself and had no more information than had that lady. Mr. Burrowes was the relative and friend of Humphrys, putting all the business in his way that he possibly could.

Mr. Humphrys had been proxy director of the Bauxite Company; he had acted as legal adviser to Mrs. Hubbard in several legal matters over a period of seven years; some of them were of importance, and were, at all events, all the legal matters in which she was concerned. He knew all the past attempts by the Bauxite Company to acquire Aurora and Semerie.

In 1916, at the first meeting in October, Humphrys, a proxy director, was spoken to as to whether Hubbard was going to sell. Mr. King says: "I knew he (Humphrys) was counsel for her in two actions and would be able to communicate with her. I knew Cameron and Shepherd were her solicitors. I did not see them. Mr. J. A. King approached Humphrys and I continued to do so. I knew Mr. Humphrys was connected with Mr. Burrowes, very friendly and Mr. Burrowes was co-executor with Mrs. Hubbard, and all then friendly, so through Humphrys was the most likely way of purchasing the properties." Subsequently distinct offers were made by Mr. King to Humphrys for the purchase of the properties.

The desire to purchase the properties was also known to Emory who discussed the matter with Humphrys. Emory represented principals in America and was interested in bauxite. He had been in the employment