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Taking these points *seriatim*. In the first place I am not satisfied that Mrs. Hubbard was fully informed.

Humphrys, from the position that he occupied as proxy director, and from his connection with the two Kings, knew that there existed a desire, and almost an anxiety, to possess the two estates of Aurora and Semerie by the Bauxite Company. He was also aware that Emory not only represented people in America but was willing himself to take an option on the property. That was more than a passing possibility of competition. He himself considered that he might make a profit of a few hundred dollars. He did not fully disclose that position to Mrs. Hubbard, but merely informed her that people in America might want to buy. He told Mrs. Hubbard that $5,000 was the final offer of the Bauxite Company. That might have been said in words; but he had every reason to believe that it was not final and that the Bauxite Company "would spring" another thousand dollars or so.

With regard to the second point I am not satisfied that Mrs. Hubbard had competent independent advice. It is possible, and in some cases the Courts have held, that the vendor is himself so competent, has such a complete knowledge of the transaction, and so understands the position, that independent advice is not necessary.

This was, however, an old lady who, as far as can be gathered from the evidence, had no special knowledge of land. She discussed the matter with a Mrs. Valladares, but there is no evidence that she was able to advise Mrs. Hubbard. Her argument that the land produced nothing and therefore had better be sold was a mere platitude; it certainly was not a piece of commercial advice. Mr. Burrowes was also present. He admits that he had no knowledge of the value of the land. There had been no disclosure to him any more than to Mrs. Hubbard of any special circumstances which would add to its value. He was a great friend and relation of Humphrys, and all his advice, if it can be called advice, amounted to this: "The land is yours; if you are satisfied, I am satisfied." There was not even a suggestion that further enquiries should be made.

Humphrys himself has suggested the courses that might have been adopted: "(1) I would have found out from the competing parties what each was prepared to pay, and if I considered the higher offer a fair price I should have advised her to accept it; (2) advised her to put up at auction or ask for tenders." No such suggestion was made by Humphrys to any of these three people, no such suggestion was made by Mr. Burrowes. He did not even take time to think it over.

I am forced to the conclusion that, without there being such absolute domination as is often proved to exist in probate cases, both Mrs. Hubbard and Mr. Burrowes were under the influence of Humphrys, accepting and acting on his statements without enquiry, as being made in their best interests.

Thirdly, the price must be a fair one and it is alleged that the price of $5,500 mentioned in the option was a fair one. To this I cannot agree.

This is a very different case to that of *Edwards* v. *Meyrick* (2 Hare 60). In that case the solicitor purchased certain farms in Wales from his client.

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After the money had been paid, owing to the making of the Rhymney Railway in 1826 and 1827, the farms greatly increased in value. Sir James Wigram, V.C. (at p. 71) in his judgment says: "Taking the obligation of the Defendant to stand as high as the relative position of the parties enable me to place them—admitting the Defendant to be the Attorney *in hac re*—I cannot consider that he is bound to do more than prove that he gave full value for the estate."

Did Humphreys give full value for the estate? He gave $25 for an option to buy at $5,500. That option was for three months. He need never have exercised it. Until he had received a definite offer of double that amount he did not exercise it. How, then, can it be argued that he gave the full value of the estate? At the time that he received the definite offer of $11,200, to my mind that might have been considered as the full value of the estate.

It is put forward that subsequently Humphrys offered to pay the whole of the difference between $5,500 and $11,200 to Mrs. Hubbard and she consented to forego that difference. I cannot say that that is at all conclusively proved by the evidence. Mr. Burrowes is very doubtful whether the sum of $11,200 was mentioned at the time, and there were strong suggestions made that if Mrs. Hubbard insisted, Humphrys would be a loser. There was no exact statement placed before Mrs. Hubbard for her consideration. The senior puisne judge has found that that offer was a sham, and with that finding I am in full agreement.

The question of agency was referred to by the Appellants. I agree with the trial judge that Humphrys was not agent for Mrs. Hubbard, and agency was repudiated by Mr. King, the Chairman of the Appellant Company.

The Appeal must therefore be dismissed with costs.

S. J. THOMAS,
C.J., St. Vincent.
17th November 1921.

No. 13.
Judgment of Mr. Justice Dalton, 1st December 1921.

No. 13.

Judgment of Mr. Justice Dalton.

As this Appeal is by way of a re-hearing, at the risk, possibly, of repeating what has been said in the two judgments just given, I have thought it best to set out the facts as they present themselves to me.

In this case two actions (Nos. 43 and 218 of 1920) have been consolidated. Following on that consolidation the Plaintiff Company claims:—

(1) An order that a sale of land known as Aurora and Semerie, purporting to have been made between the Defendants Hubbard and Emory be declared null and void as against the Plaintiff Company.