also, apparently, desirous of obtaining the properties for other parties, and making offers to obtain an option over them through Humphrys; Humphrys, although not at this time acting for Emory in any definite capacity, yet receiving offers from him and holding for him in safe custody letters of credit. Lastly, Humphrys, to use his own terms, "legal adviser" in various matters to Mrs. Hubbard, whom he calls his "client," and proposing to obtain an option from her on the properties for himself. Obviously a most delicate position for him, and one, to say the least of it, calling for great circumspection on his part, if he was to avoid future troubles.

What does he do in these circumstances? He says: "I then saw Mr. Burrowes and asked him to tell Mrs. Hubbard I wished to make an offer for these lands, and would she see me. I told Burrowes the option was to be for $5,500. On 30th January Mr. Burrowes, Mrs. Hubbard and Mrs. Valladares came to my chambers."

"On coming in Mrs. Valladares said 'Mr. Humphrys, auntie (Mrs. Hubbard) and I have been speaking over this matter, and we have decided to sell the lands as they are not earning anything.' They all sat down. Mrs. Hubbard asked me last offer made by Mr. King for land. I said $5,000, therefore my offer of $5,500 for option is $500 in excess. I reminded her the Bauxite Company had said $5,000 was their final offer. I told her some people in America might want to acquire these properties and might or might not care to take them for more than $5,500 and therefore I might or might not make a profit on the transaction, because the Bauxite Company although they had said $5,000 was their last offer might change their minds when they knew someone else was after it. I said if she gave option it must be for three months and I was only prepared to pay $25 for option. She then said 'Mr. Humphrys, if I sell these lands to you, what about these actions; transport would be opposed.' I said 'No,' I would guarantee no trouble in that respect because if I exercised option I would arrange with J. T. Hubbard's solicitor to deposit security and pass transport. If he refused no transport would be passed until actions concluded.' Burrowes said, 'In that case Mrs. Hubbard would be out of her money for a long time and it would not be earning any interest.' I said that was so, and that if I exercised option I would pay her interest on purchase price, $5,500, at 6 per cent. Burrowes said this was fair, and Mrs. Valladares then said to Mrs. Hubbard, 'I think, auntie, you better sell the lands.' Mrs. Hubbard said yes I think so, and turning to Burrowes asked him what he thought. He said 'the lands are yours, and if you are satisfied I am.'" "There was no question of my selling for her. She knew profit was mine."

What happened on this occasion is corroborated by the witness Burrowes. Humphrys continues:

"On January 31st I sent option for her to sign." "I found same morning an omission, the sum of $5,500 omitted." It appears from his evidence and from that of Burrowes that the option was signed by Mrs. Hubbard on January 31st with the price omitted. It was then sent to her on the

next day February 1st with the price inserted and she thereupon initialled the insertion. Humphrys continues: "I saw Emory same night (February 1st) and showed him option." In cross-examination about the circumstances relative to this interview with Mrs. Hubbard he states: "I did not suggest to Emory to make his offer direct to Mrs. Hubbard." "Mr. King never up to that date had written to me on that point (to let him know if Mrs. Hubbard had decided to sell), but he had spoken to me. I did not tell Mrs. Hubbard he had done so. It never occurred to me to tell her because I was never conscious of the law relating to solicitor and client nor did I bring my mind to bear on the fact that I was dealing with a client. I looked on her as an ordinary individual without any regard to the law on solicitor and client. On account of her age I told her I might or might not make a profit. I also told her this as I had known her for a long time. I did not tell her Emory had asked me to get an option for him from her for $5,500. I never mentioned his name at all." "I told Mrs. Hubbard that when Bauxite Company knew some one else in the field they might spring on their offer. I did not tell Mrs. Hubbard someone else in the field in so many words. I told her someone in America might want to acquire the property." "I never suggested she should take independent advice, I never thought I was dealing with a client or of any relation of solicitor and client." "So far as I know she had no independent advice."

I have deemed it necessary to set out in detail what passed at this interview when the option was obtained by Humphrys from Mrs. Hubbard, as it is the contract of sale resulting therefrom, entered into on February 18th between these two, that the Plaintiff Company are seeking to have enforced. The whole case depends upon that contract. It is therefore of the greatest importance to obtain a clear understanding of the position and knowledge of the respective parties to decide the questions at issue in the action. It is clear to me from his own evidence that Humphrys treated Mrs. Hubbard as a stranger—in his own words as an "ordinary individual." He had knowledge of offers or possible purchasers of whom Mrs. Hubbard was ignorant, and he did not communicate all his knowledge to her. She never asked him, he states, to advise her as to the sale of Aurora and Semerie and he was out to make what profit he could on the transaction. He saw a good chance of making a profit which he put at two, three or four hundred dollars. He accordingly took the option from Mrs. Hubbard. All the monetary risk to him was the sum of $25 paid for the option. So far as he was aware Mrs. Hubbard obtained no independent advice on the transaction. All that Burrowes told her, he (Burrowes) says, was what Humphrys had told him. He also had heard nothing about Emory wanting an option. With the knowledge he subsequently obtained he says he would have advised Mrs. Hubbard not to accept the exercise of the option given by her to Humphrys as it was apparent the property was worth much more than $5,500. Burrowes was therefore in no better position than Mrs. Hubbard was. It seems clear that they both fully relied on Humphrys.