

delay was in getting the descriptions." February 25th, again a formal demand was made for the transfers and March 4th, E. writes Wiley's brothers: "I have a letter from the Trust Company insisting on Mr. A. M. Wiley carrying out his undertaking, which he gave to the Trust Company, that is, to transfer certain lands and premises to them . . . I think it would be well in view of your brother's undertaking to hand these documents to the Trust Company with a letter that they are to be held by the Trust Company in escrow until the notes which Mr. Campbell was to give your brother are delivered." We are not informed how the solicitor conceived such a proceeding to be in accordance with the undertaking he had himself drawn up, and the assurance he had given Warren. March 5th, E. suggests to Warren that he (Warren) should see Campbell and tell him to carry out his part of the agreement, and March 6th, Warren replies: "You knew very well that Wiley's undertaking is absolutely unconditional, and I expect you, therefore, to carry it out and also your personal promise to me . . . We have the undertaking which must be carried out." March 7th, E. writes that if Warren does "not desire to wait till Mr. A. M. Wiley comes to the city," he had better take such proceedings as he may be advised. I venture to think that it would have been better if Warren had then taken proceedings—but he did not. Later on on the same day E. writes Warren's company: "In accordance with the writer's conversation with your manager to-day, we herein enclose you transfers of various properties from Andrew Marks Wiley to your company. The transfers are sent to you on the distinct understanding and agreement that they are not to be registered, neither are they to become the property of the Cobalt Nipigon Syndicate until the agreement between the Cobalt Nipigon Syndicate, George C. Campbell and Andrew Marks Wiley is carried out. The consideration for the transfer of these properties has not been paid nor any part of it and Mr. Wiley claims a vendor's lien on the same for it and only deposits them with you in escrow until that is paid. If you cannot hold these transfers on the above conditions kindly return the same to us, as they are left with you on no other conditions."

Warren answered:—

"I have to acknowledge the receipt of your two letters of this date. I telephoned you in reply to the first one saying that there was no intention on my part to accuse you per-