

was to have brought. The first of these was the option on land purchased from the Canadian Pacific Railway and sold to the Great West Land Company. In reply to a question as to whether he had found the document, Mr. Fowler said there was none in existence, the arrangement having been a verbal one. As to maps he did not have any. He supposed that they had been kicked around the office or destroyed. Mr. Fowler also said that he was unable to find any correspondence with Mr. Griffin, C.P.R. land commissioner. Copies of that correspondence, however, had already been produced by Mr. Griffin himself.

Questioned about the correspondence with the syndicate, which also was to have been produced, Mr. Fowler said there had been none, the negotiations being verbal, save for the letter he addressed to Mr. Lefurgey. He could not find any correspondence, either, with Mr. Curry. He had had no communication in writing with the Town Sites Company, nor with any real estate agents save as regards the preparation of maps.

Mr. Shepley enquired if Mr. Fowler agreed with the evidence given on the previous day with respect to the location and purchase of lands from the C. P. R.

"I do so substantially."

Questioned with regard to correspondence with C.P.R. officials, he said personally he had none: nor with the Union Trust Company.

"Have you made a search for these letters?"

"Yes."

"Through your letter book?"

"I do not keep a copy in letter books. If there were any it would be a written copy."

Proceeding, Mr. Fowler said that he did not remember having written any letters to Sir Thomas Shaughnessy on the subject of the lands transaction. He had heard Mr. Griffin's testimony yesterday and believed that it was substantially correct as to the negotiations. Whatever letters Mr. Griffin read, he (witness) had no copy of them. Nor had he a copy of the contract made with the C.P.R.

The next item on the memorandum handed him asked for documents sent any member of the syndicate. He had none. He had brought with him all the papers he had been able to find.

Mr. Shepley handed witness a document and asked him what it was.

"That is an estimate of the Kamloops lumber property."

"Who made it?"

"I think I made that estimate myself from the statement of Messrs. Irwin & McCormick and of the estimates as to the amount of timber."

"What was the object of preparing it?"

"To show what the property contained."

"To show to whom?"

"To anybody to whom it might be sold."

Proceeding, Mr. Fowler said he did not recall that he ever presented this document to anyone. But he submitted it to the commission because he had found it amongst his papers.

Another document purported to be a detailed description of certain timber properties.

He did not know where the description came from, but he fancied they were transcribed from the timber license.

Still another document produced was a copy of an offer he made last spring to the Kamloops Lumber Company to purchase their property.

"That agreement was made this year?" was asked.

"Yes; I think in the spring."

Mr. Shepley next produced a letter containing certain questions and answers. "What is this?" he asked.

"It's a letter from Mr. Ryan."

"What can you tell us about it?"

"This was a series of questions which Mr. Ryan submitted to Mr. Shields, his partner in the West, as to the cost of producing lumber in that country."

"What was the occasion of these questions?"

"He handed them to me to show what the lumber would cost."

"Did you submit them to anybody?"

"I do not remember having done so."

"You understand the answer to the questions furnished by Mr. Shields?"

"Yes."

"You do not appear to have attached much importance to it. Did you buy on that information?"

"I attached something to it."

Mr. Shepley then produced a letter, dated the 13th of April, written by Mr. G. E. Foster to Mr. Fowler.

"Do you remember this?" he asked.

"I remember the circumstances."

Mr. Shepley produced four cheques, each for \$10,000, and bearing different dates. The first one was issued by the Union Trust Co. as secretary-treasurer of the Kamloops Lumber Co. It was countersigned by John I. Davidson and George E. Foster. The other three cheques were drawn in favour of the Shuswap Company by the Kamloops Lumber Company.

Mr. Fowler said that he supposed at the time the first payment was made the Kamloops Lumber Company had not been properly organized. Doubtless the cheques went to Mr. Shields, who was the managing-director of the Shuswap Company, but on that point witness knew nothing for certain.

"What happened to the money or any part of it afterwards?"