

vanced by the original lender, upon the same conditions as before, and the titles were held by the Trust Company for similar reasons.

One of these purchases of 40,000 acres was made from a Western land company through its selling agent, Mr. Pritchard. The price at which Pritchard was to sell was \$5 per acre, and his commission was to be \$10,000 out of that amount. The agent's commission was part of the selling price. In order to further the sale this agent agreed to allow the purchaser one-half his commission, or \$5,000. This was carried out, and the amount by which the price of the land was reduced was divided as profits equally among the four, two of whom represented the lenders. The transaction was openly carried out, passed through the books and audited. At that time the Syndicate had paid the year's interest on its mortgage out of profits, and was not in arrears under its agreement with the lender.

The Union Trust Company had no beneficiary interest or trust in any way, and no breach or abuse of trust was, therefore, committed by Mr. Foster.

The same is true respecting a later purchase of 9,000 acres by the same Syndicate and in the same way. The only question that could be raised in relation to this whole transaction is the propriety of the officers of the Supreme Court lending Foresters' money to themselves. But this could not apply to Mr. Foster, who was neither a Forester nor a member of the Court. In the end the Foresters received every dollar of their loan and interest thereon.

#### CHARGE No. 4.

That Mr. Foster took a commission in the Kamloops property purchase.

#### THE FACTS.

Mr. Foster contradicted this statement flatly on oath. He explained to the Commission in part his private financial transaction with Mr. Fowler. He offered to give the full details to the Commission privately in order that they might satisfy themselves that the transaction was purely a private business affair. This offer was accepted by the Commission. No witness was questioned nor was any evidence adduced to support Mr. Shepley's suggested charge.

Yet the Commission so worded their report, so suppressed Mr. Foster's evidence, that on the face of their summary statement this absolutely false charge appears as though it had substantial foundation. This suppression of truth and suggestion of falsehood has every appearance of maliciousness and deliberate intention to slander.

#### CHARGE No. 5.

That Mr. Foster in the Great West land transaction diverted trust funds