

was wanted. He agreed, however, to withdraw certain sections from the speculative market till he went to Montreal in November to go into the details of the deal.

Mr. Shepley read another letter, dated November 5, from Mr. Pope to Sir Thomas, saying he and Mr. Fowler were back and would like an interview. One was arranged.

Mr. Griffin then told of a meeting on December 8, in the president's office. The President, Mr. Wm. Whyte, Mr. Pope, Mr. Fowler, Mr. Dennis, another C.P.R. land man, and the witness were present. He had not been told anything about lowering the price of the land.

What took place at the meeting I know only the substance of it.

The question of price was discussed, and the president asked me what would be a fair price for the lands.

Had there been any discussion before that about the selection of the lands?

The company was to lay aside 25 p.c. of the 300,000 acres, leaving the syndicate the right to select their 200,000 from the remainder.

What did you recommend as a fair price?

I thought \$3.50 a fair one. I recommended it, and it was confirmed.

How did you come to change it from \$5, what considerations operated?

The witness replied that it was a long story. He said that one reason was because in the most easterly block of 200,000 acres, settlers had picked the best of it. Another was that another block of 60,000 acres, near Birch Lake, had no railway near it, nor likely to be soon constructed. The price paid for this land was the highest realized, where so large a block was acquired. Mr. Griffin said that at the December meeting an agreement was reached verbally as to price, location, and also as to what lands the company would reserve for itself.

Settlers, the witness said, were given ten years to pay, whereas the speculator, so to speak, was given six. Mr. Pope wrote Sir Thomas objecting to the payment in six annual instalments, and suggesting ten. Sir Thomas wrote to witness about it, and he couldn't agree with the ten-year proposal. He considered it would be discriminating against the legitimate settler.

After the land was set aside, some difficulty arose as to payment. Mr. Griffin wanted an immediate payment of \$20,000 whereas, correspondence produced showed Mr. Fowler and Mr. Pope held that nothing was to be asked of them till June. To letters to this effect, Mr. Griffin replied that the company had never gone without payments before and had already been "exceptionally liberal" to the syndicate. Witness explained that what he meant by "exceptionally liberal" was that the company should accept so small an initial payment as \$20,

000. He wrote to the gentlemen in question that unless a cash payment were made he would consider himself free to place the lands on the market.

In another letter produced, Sir Thomas, on March 2, 1903, backed up Mr. Griffin in insisting on a cash payment. He couldn't understand how Mr. Pope could say that there had been any other arrangement.

On March 17, no payment having been made, the witness wrote Mr. Pope that the reserve was cancelled. There was no reply.

On the 6th of April, Mr. Fowler again wrote Sir Thomas, arranging for another interview with Mr. Pope on the Northwest lands. This was had, and Sir Thomas then wired Mr. Griffin if there would be "any harm in giving Mr. Pope till May 15." To this Mr. Griffin answered that some of the lands had in the meantime been sold, but not very much, and the lot was practically intact. If there was an agreement to pay the instalment by May 15, he would give them till June 1st to close the selections finally. In the meantime, certain other parties were offering \$4 for some of the land. Further correspondence and telegrams produced showed Sir Thomas to be stirring up the syndicate to make a payment, else the proposition would be off. Mr. Pope got a few days' stand off, and then, on 16th of April, Sir Thomas wired Mr. Griffin that Mr. Fowler was on his way to Winnipeg to close the deal and make the payment.

Mr. Fowler went there, the \$20,000 was paid, and an agreement was concluded, giving the purchasers the right to exercise their option up to May 15, while they were given to June 1st to select.

After Messrs. Pope, Fowler et al., had acquired the land, they resold the most of it to a syndicate known as the Ontario Town Sites' Company, in which Sir John Boyd, Hon. G. E. Foster, Col. MacGillivray, and others were interested. This was afterwards merged into the Great West Land Co., in which Messrs. Pope and Fowler took stock and the money for buying the land was obtained from the Union Trust Company, which was secured by mortgage. The price obtained in the re-sale of the land was \$4.50 per acre.

In the concluding part of his testimony, Mr. Griffin maintained the sale to be an advantageous one for the company.

"Did Messrs. Pope and Fowler receive any 'special' treatment?" was asked.

They received exactly the same treatment as anyone else would have.

Did you receive any instructions from anyone in authority to reduce the price to them?

"I never received any instructions or even a suggestion."

Mr. George W. Fowler, M.P., was examined by Mr. Shepley. At the outset the counsel produced the list of papers and documents which Mr. Fowler