

ed to the Union Trust as well as to the land company.

The witness was asked who that was. After some hesitation he said it was Col. MacGillivray. To that gentleman he had suggested the purchase of the land. Before that efforts had been made to sell it elsewhere at \$5 per acre, including a sale commission of 25 cents per acre. One-third of the land was cleared.

"In your letter to Col. MacGillivray did you quote a price?" was asked.

"No, because he knew what we were asking."

"And he also, as a director of your own company, knew what you were paying originally?"

"Yes."

Proceeding, witness said he got no reply from Col. MacGillivray to his letter suggesting the purchase. That was the end of MacGillivray's connection with the deal. Then A. W. Pritchard, Winnipeg, came to him and said he would sell the land. He wanted \$5 an acre and the commission was to be \$10,000. It was almost immediately accepted.

"When Mr. Pritchard came to you was he representing the Union Trust?"

"Yes."

"Was he ready to close a bargain at once?"

"Yes."

Further examined, witness said he drafted an agreement which was entered into with the Union Trust Company.

"In the negotiations for the purchase did you have any correspondence with Hon. Mr. Foster, manager of the Union Trust?"

"No."

"Mr. Foster had said he corresponded with you."

"Then he was in error."

The witness added that after the agreement was entered into the solicitors of the land company had communicated with Mr. Foster. The total purchase price was \$204,800, to be paid in four instalments, the first of which was to be \$25,000. The check received first was for \$20,000. Mr. Tilley wanted to know why \$25,000 was not paid as called for by agreement. To this the witness answered that in addition to the \$20,000 paid, he understood the Union Trust made a deposit to the credit of the land company amounting to \$5,000. Consequently he didn't worry when the first check was only for \$20,000. There had been no dickering over the price or attempt to beat it down.

He had received an order from Pritchard to pay \$5,000 to Hon. Mr. Foster. He understood it was in connection with Mr. Pritchard's commission, which totalled \$10,000. He didn't enquire into the details of why this money was paid inasmuch as he got his price for the land. The witness hadn't shared in any commission nor asked for any. A check was produced in favor of Hon. G. E. Foster

for \$5,000. It was marked "commission" and was on the Standard Bank. Witness couldn't say what Mr. Foster did with the \$5,000, whether he kept it or not. The capital of the land company was \$60,000, of which \$2,000 was held by Col. MacGillivray, and one-half of this was paid. Col. MacGillivray remained with the company until a short time ago.

This concluded Mr. Bettes' testimony and as Mr. Shepley had no other witness to call just then, the commission took recess till 2 o'clock.

Mr. H. W. Whitla, barrister, of Winnipeg, was called. He had acted in connection with the sale of the Swan River lands to the Union Trust Company. The land in question—10,950 acres—he bought from the Canadian Northern Railway for Hon. R. P. Roblin and C. R. Gordon. The railway company agreed to sell the land at \$3.10 per acre. He understood that subsequently Gordon dropped out of the contract, and disposed of his holdings to Roblin. The price paid was \$4,583. When the lands were sold to the Union Trust Company, A. W. Pritchard conducted negotiations with Hon. G. E. Foster. Correspondence adduced showed that the first offer, in June, 1903, was considered by Mr. Foster to be too high. This was for \$5.50. Mr. Foster was willing to pay \$5.25 and a commission. At the time that Pritchard was conducting the negotiations he was an official of the Manitoba Government. Subsequently he was instructed by Mr. Roblin to close the deal with the Union Trust Co. on the basis of the latter's offer. Mr. Whitla said that the price to be paid was \$5.25 per acre, but of this amount 25 cents was to be commission, while Mr. Roblin would get the \$5.

"You presume, I suppose, that Mr. Foster was to get the commission," said Mr. Tilley.

"I don't presume anything," was the reply; "I know that Mr. Roblin was to get only \$5 per acre."

Mr. A. W. Pritchard, wholesale real estate dealer, of Winnipeg, was next called. He had been in this business for two years, and previous to that for 22 years had been private secretary for different Premiers of Manitoba. The first land transaction he had conducted was with Hon. Dr. Montague. He didn't have any of the papers in connection with that case, which was in 1903, the doctor having acted for the Foresters. Witness was to get track of a good purchase in western lands, and notify Dr. Montague, who was to pay an honorarium. He did get certain information relative to lands, such as by whom they were owned and what was the price, etc. Afterwards there was a tangle, Dr. Montague refusing to pay commissions to certain real estate agents who had acted in the matter. It was ultimately settled, after legal proceedings, by Dr. Montague paying \$2,700 to certain agents, himself included.

The next transaction he had had with the Union