

ELEVENTH SITTING.

MARCH 1st, 1888.

Committee met at 10:25 A. M.

Present—Mr. Martin (Chairman), and Messrs. John, Higgins, McLeese, and Semlin.

A. GILMORE—I say that the copy of letter (produced) is a correct copy of the original letter handed me by the late Mr. Smithe, and the original of which I handed to Mr. Abbott:—

DEAR MR. ABBOTT.—The bearer of this (Mr. A. Gilmore) has just shown me a transfer deed from J. H. Gillespie to himself of his squatter's claim to lot 11, block 5, townsite of Granville. This is one of the claims which I personally investigated, and which I consider to be good, but I find Gillespie has not applied for this particular lot, but for another, which he is now improving. I explained to you, when I discussed the matter with you in my office, that I considered Gillespie entitled to one lot, and it was this lot 11 which I had reference to.

Mr. Gilmore did not purchase Gillespie's claim until after he had consulted me upon the question of its validity.

Yours very truly,
(Signed) WM. SMITHE.

Witness—The statement in Gillespie's evidence is not correct.

True version of money transaction.—There was a bill of sale between Gillespie and myself, and that shows the whole agreement entered into between us. I gave the original bill of sale to Mr. Drake. It was handed to him when I received my deed from the C. P. R. If I recover the whole of the lot Mr. Gillespie will get the balance of his money. I commenced an action against the C. P. R. and Smith and Angus to recover the whole lot, after I delivered Smithe's letter to Abbott. When Mr. Abbott looked over the letter he told me he would see Mr. Smithe in a few days in Victoria and have it settled about the lot. Mr. Abbott went to Victoria, but did not call on Mr. Smithe. Mr. Smithe sent me a notice stating that Abbott did not call on him, but that he would have it settled at his earliest convenience. Afterwards Mr. Smithe got sick and died. I then went to see Mr. Drake, and he told me to send Mr. Hamilton a cheque for \$200, and refer him to Mr. Smithe's letter, and ask him to send me a deed. I sent the cheque, and they kept it about two weeks and sent it back, stating that the C. P. R. would pay me what money I had spent on the lot. I would not take that, and entered suit against them through Mr. Hett. I was afraid to enter into a lawsuit with the C. P. R., and proposed giving \$2,500 for the full lot, or offered if they gave me \$2,500 to give up my claim to the lot. They agreed to my proposition, but would give me land in place of money. Mr. Drake said they would give me half the lot, but afterwards would only give me twenty-five feet. Drake said if I did not take that I would get nothing. I accepted the twenty-five feet, which I considered I was compelled to do. I afterwards got the deed for twenty-five feet. I considered I was compelled to compromise, as if I did not accept this offer I would get nothing. I considered it was no use for a man like me to go into a lawsuit with the C. P. R. I, at that time, considered that I was entitled to the whole lot, and still claim the balance of the lot, forty-one feet, through this Committee. I received letter dated 9th June, 1887, from Gillespie, as follows:—

NEW WESTMINSTER, June 9th, 1887.

DEAR SIR,—I seen Abbott about your lot, and as I could only get one of the two lots, I told him your lot was the one. I abandoned the one next to yours. I told him my bill of sale to you was legitimate, and that you had paid me \$260 in cash on purchase. He said that he did not know Black in the matter. I hope you will get the claim. I told Hamilton that I wished you to get your claim, as I had to get some money out of the arrangement. Wishing all success,

A. Gilmore, Esq.

I am, &c.,
(Signed) J. H. GILLESPIE.

I am willing to pay Gillespie the amount remaining due to him under the terms of the bill of sale if I get the additional forty-one feet of the lot. The amount is about \$500. Mr. Drake said he had the privilege of giving deeds of lots to any person recommended by the Chief Commissioner. Mr. Smithe did not tell me the lots were all right, but only the one in question (lot 11, block 5). I did not promise to give Gillespie \$1,000. It was to be \$1,000 including the \$200 I would have to pay the C. P. R. Gillespie says that I paid the C. P. R. \$2,500 for twenty-five feet. My agreement was to give \$2,500 if I got the whole lot. I only paid the C. P. R. \$5. Gillespie was to get \$500 if I got the whole lot. I paid him at the time the bill of sale was made out \$250, and he owed me \$50, which makes \$300. I was also to pay him \$500 when I got the deed for lot, and \$200 I was to pay the C. P. R., the upset price, in all \$1,000.

To Mr. Higgins—I did not consult Gillespie about compromising with the Company. The lot cost me \$310 so far. I gave the C. P. R. \$5 for a nominal consideration. I did not think I was doing anything wrong in accepting part of the lot. When I secure the whole lot I shall pay him the \$500.

A. GILMORE.

MR. GILLESPIE, sworn—After the encouragement given us by the Squatters' Committee (Mr. Beatty being present) and Mr. Smithe, I put more improvements on the lots. I put \$65 on lot 11 and about \$200 on lot 10.

J. H. GILLESPIE.

J. C. PREVOST, Registrar of Supreme Court, sworn—Case on appeal shown to Mr. Prevost. This is a corrected copy of the case on appeal between Isaac J. Hayden, plaintiff, and the C. P. R. Co., Sir Donald A. Smith and Richard B. Angus, defendants and respondents. I received this from the hands of Sir Matthew Baillie Beggie, C. J. The marginal corrections are in Sir Matthew's hand writing.

JAMES C. PREVOST.

Mr. Higgins moved that the copy of the Crown grant, as it appears in pages 473 and 474, and the Letters Patent on pages 474 and 475, Sessional Papers, 1886, be inserted in full as part of the minutes of this Committee. Carried.

Mr. Higgins moved that the Chief Justice's judgment in the appeal case of Hayden v. C. P. R., as corrected by the Chief Justice and certified by Mr. Prevost, be inserted in full as part of the minutes of this enquiry. Carried.

Moved and carried that the Committee adjourn.

Receipt for Rent, referred to in Mr. Preston's evidence, page xxx.

VANCOUVER, B. C., December 22nd, 1885.

Received from Joseph Pyatt rent from 4th November, 1885, to 4th January, 1886, @ \$3 per month, for cabin belonging to Mr. Preston.

(Signed) JOHN A. GILLIS.

VICTORIA, B. C.

SIR,—On behalf of Mr. Adam Chas. Worthy I beg to apply for a Crown grant of lot 1, block 17, Granville, B. C.

To the Hon. Wm. Smithe,
Chief Commissioner of Lands and Works.

I have, &c.,
(Signed) J. P. WALLS.

(Received 13th October, 1884.)

VICTORIA, B. C., October 13th, 1884.

SIR,—I have the honour to acknowledge the receipt of your letter of the 10th inst., applying on behalf of J. M. Stewart and A. C. Worthy for Crown grants of certain lots in the town of Granville.

In reply, I beg to state that your clients having no title to the lots in question Crown grants cannot be issued.

J. P. Walls, Esq.,
Barrister-at-Law, Victoria, B. C.

I have, &c.,
(Signed)

W. S. GORE,
Surveyor-General.

JUDGMENT OF SIR M. B. BEGGIE, C. J.

The plaintiff's claim to relief rests on two documents—the petition to the Council, presented 29th December, 1884, and the answer to that petition, dated 13th February, 1885, which are to be taken in conjunction with three others: Mr. Smithe's letter to the defendant's agent, dated 31st January, 1885, Mr. Beatty's reply of the same date, and Mr. Van Horne's memorandum thereon of the 10th November, 1885.

The petition prays that occupants in situation of plaintiff be allowed "to purchase their lots at a fair valuation when placed in the market by the Dominion or Local Governments," and "implores Executive clemency, and to be allowed to purchase on fair terms." The town lots in question, including the plaintiff's lot, have never been placed in the market, either by the Dominion or Local Government.

Mr. Smithe, in his letter, terms the persons forming the class in question "locatees;" Mr. Beatty styles them "occupants;" both evidently meaning the same persons; and, I think, there is no ground for importing into the word "occupants" the meaning required by "occupation" in the Provincial Land Acts. Both letters taken together refer to persons who have, previous to the 4th August, 1884, "located," *i. e.*, taken up or occupied lots in a *bona fide* manner, and also made substantial improvements thereon. Mr. Smithe refers in his two letters to two different dates, but he refers to the date as fixing only the location; Mr. Beatty, who writes only one letter, refers to only one date, using it to fix both the location and the improvements.

The jury have found that the plaintiff had brought himself within this description, and I quite agree with this conclusion, which, indeed, appear irresistible unless we adopt one or both of two theories which, though not broadly advanced, seemed to underlie all the contention of the defendants. The first of these is that: "Shall be found to be *bona fide* locatees," means shall be determined and acknowledged as such by the C. P. R. at their own corporate pleasure, arbitrarily determined by them—as a joint stock company, or by their directors—on such evidence, and after such enquiries, as they may think proper in their sole judgment. But this is not a conclusion which recommends itself to common sense. The determination of an issue of fact as between two parties can never, unless so expressed in the clearest words, be left entirely to the arbitrary will of either party, especially when that party is a corporation. It is often left in Government contracts to the sole determination of the Government engineer; but never, I think, to the arbitrary will and pleasure of the Executive. Here it was loudly alleged by the plaintiff, and not denied by the Company, that the private tribunal appointed by the Company to examine this claim had reported in favour of the plaintiff; but that the Company had arbitrarily refused to accept that report. No evidence was given to support the allegation—it would, probably, have been inadmissible—but the allegation was not denied. In default of a private tribunal, the decision seems most naturally and decisively left to be dealt with by a judge and jury, like any issue of fact in an action. The other theory, which seems equally to underlie the defendants' argument, and which, I think, is equally unfounded, was this: That any person taking up land with a view to a prospective rise in value, or with any other object than merely residing (and it might be cultivating) could not be deemed a *bona fide* occupant. But it seems to me that no person in the world would locate or seek to acquire a title to any piece of wild land in the Province (except for the most temporary purposes) unless he did expect a rise in its value. No purchaser of a town lot would be a *bona fide* purchaser from that point of view. Nay, the Company themselves are not acting *bona fide* in acquiring the large tract of 6,000 acres, for they expressly demanded it with the object of

profit on a re-sale, and not for occupation, or utilizing it for their works, except a comparatively small portion. And, perhaps, the whole amount expended by the Company in the extension of their line and erection of works does not bear a larger proportion to their 6,000 acres than the expenditure of this plaintiff bears to the lot occupied by him. In fact, before the 4th of August, 1884, the plaintiff had opened up an access through the jungle, had built a residence, which he at first occupied himself, and which, when his other avocations called him away, he rented out to another man with his wife and two children, at a rent which gave a very substantial return for his expenditure. This evidence is quite uncontradicted; one witness, the claimant of another lot, who had been favourably accepted by the Company, and who, no doubt, had erected more expensive buildings on the lot claimed by him, did indeed uniformly abstain from speaking of the plaintiff's 'house,' always designating it as a "shanty." But the fact of residence, occupation, and rental were not attempted to be denied. I cannot but agree, therefore, with the jury in the conclusion that the plaintiff was a *bona fide* locatée who had placed substantial improvements on the lot previous to 4th August, 1884. Since that date, and, indeed, since the 31st January, 1885, the plaintiff had expended about \$800 or \$900 on this lot; which, of course, could not affect the question before the jury. But it was relied on by Mr. Theo. Davie on another principle (*viz.*), estoppel, which I shall examine presently.

Both parties now move for judgment. But here the plaintiff's difficulties are much greater, in contending that the letters above set forth contain any promise, or undertaking, or contract, of which the plaintiff can enforce the performance as against the Company.

The plaintiff's right to a grant from the Crown on the 4th August (considered apart from any question of the Company's rights or liabilities) was, in my opinion, on the principles lately enunciated in *Jaques v. Regina*, and *Clark v. Regina*, entirely in the discretion of the Chief Commissioner. The plaintiff had placed himself, indeed, in such a position, by locating and improving, that the Chief Commissioner would, perhaps, have been justified (but for the reserve) in advising a Crown grant of this lot to be issued to him; but, on the other hand, the plaintiff could not have compelled the issue of such grant, *i. e.*, could not have compelled the Minister to give any such advice to the Lieutenant-Governor. The plaintiff, therefore, with several other persons claiming to be similarly circumstanced, presented, on the 29th December, 1884, the petition to the Chief Commissioner and Executive Council, alleging occupation and improvement by them of their respective lots, and praying "that they may be shown that consideration that they were formerly led to expect," and that they (*i. e.*, the lots, I suppose), "will be allowed them on fair terms;" it being by this time well known, or (which raises the same equities) universally believed, that the Canadian Pacific Railway were negotiating with the Provincial Government for the grant to them of an extensive tract of land (then or afterwards fixed at 6,000 acres), which would include the lots claimed by the several petitioners.

It is to be observed, however, that the petitioners do not refer to any terms to be made with the Canadian Pacific Railway; nor to any negotiations—either by the Government or by themselves—with the Company; nor do they ask the Executive Council to intercede with the Company, or to act as their agents with the Company. They simply pray that "the consideration they had been led to expect" may be exhibited, and that they may be allowed to purchase on fair terms.

Mr. Smithe seems hereupon to have had some verbal communications with Mr. Beatty, the agent of the Company, the upshot being, as he supposed, that the Company would be ready, upon getting their 6,000 acres, to re-grant to the several claimants the lots respectively claimed by them at \$200 apiece, upon proof, 1st, that they had *bona fide* located before August, 1884, and, 2nd, that they had made substantial improvements thereon (without any limitation as to date); and he wrote the letter of the 31st January to Mr. Beatty, requesting that he (Mr. Smithe) might be authorized by the Company to inform the claimants to that effect. Mr. Beatty, by letter of the same date, acquiesced in this view of the price and the conditions, save that he stipulates that the improvements as well as the locations must have been made before the 4th of August; but he adds a fresh condition (*viz.*) stipulating for an exchange, if rendered necessary by the further surveys; and he rather pointedly abstains from giving Mr. Smithe the authority requested in his letter for communicating to the plaintiffs the result of their negotiations, in fact, he entirely abstains from noticing at all the only expressed request made by Mr. Smithe; nor does it appear that Mr. Smithe ever was authorized by the Company to communicate their result, or that the Company was ever informed (until quite recently) that he had communicated that result. On the 13th February, 1885, however, Mr. Smithe did send a letter to the petitioners, informing them that he had

“arranged” with Mr. Beatty that “*bonâ fide* settlers on town lots, who had substantially improved their lots, and had located previous to June, 1884,” should get their lots at \$200 apiece. It will be seen that this differs both from his own view in the letter of 31st January and from Mr. Beatty’s of the same date; nor does he notice the somewhat important stipulation in Mr. Beatty’s letter as to substituting other lots if necessitated by the survey.

Can there be gathered from these four documents (*viz.*), the petition, the two letters of 31st January, and the letter of 13th February, a contract between the plaintiff and the defendant Company? In my opinion there cannot. An agreement or contract in the words of V. C. Kindersley, *Haynes v. Haynes* (1 Drew 433), is not constituted until two parties will the same thing, and each has communicated his will to the other, with a mutual engagement to carry the same into effect. When this mutual engagement and the terms of the common will are to be evidenced by letters, the evidence must be clear and unconditional.

No two of the documents adhere to the same terms. The Company’s agent does not adopt, pure and simple, the proposals of the Minister; he introduces a considerable modification. Nor is there any acceptance, even verbal, of the additional terms proposed in the only document signed by the Company’s agent. Mr. Smithe was the common correspondent of both parties; but the agent, for the purpose of making a contract, of neither. He asks to be appointed the agent of the Company, *ad hoc*; but the Company decline. He neither offers to act, nor is asked to act, as the agent of the petitioners; and if he represent anybody but himself, it is the Executive Council whose agent he is. The petitioners throw themselves direct on the “Executive clemency,” and the petition is addressed to the whole Executive Council. The claimants never address the Company, nor do they request anybody else to do so. Then again, to what does this correspondence bind the claimants? To nothing at all. If they will pay their \$200 they are, it says, to have the lots; but there is no stipulation binding them to pay \$200 for their lots, nor to give any consideration whatever, pecuniary or otherwise, to the Company. Where a contract has to be pieced out from several letters, the first thing to be shown, is that they all agree. Here the Minister’s letter to the defendant’s agent mentions one set of terms; the agent’s letter introduces two fresh terms. The Minister then sends a letter to the claimants differing in its terms to either of the former letters, and entirely omitting to inform them of the last important modification. How can it be said that the minds of the parties were ever at one?

Let us assume that Hayden was personally contemplated in the letter of the 31st January, 1885; and that the two letters of the 31st January, and the letter of the 13th February, 1885, were identical in terms, which is far from the case. These two assumptions are clearly very favourable to the plaintiff’s position in this action. We then have, from the facts proved before the jury, this state of affairs:—

1st. Hayden was in a position to claim from the Provincial Government, and the Government might (but for the Reserve) have been justified in issuing to him a Crown grant of his lot for \$100. But he could not have enforced this claim against the Government. The Minister might, in his discretion, have refused, being responsible only to Parliament for his ministerial advice.

2nd. The Minister, negotiating with the defendants for the grant to them of a much larger tract of 6,000 acres, extending over and including Hayden’s lot, and being aware of Hayden’s position and rights, procured a promise to himself from the Company that they would, out of their conveyance, re-grant to Hayden his lot for \$200. This promise was communicated to Hayden, but there is no evidence that the defendants authorized that communication, or were aware that it had been made; rather the contrary.

It is very probable, and I assume, further, that this understanding as to the execution of a re-grant was, in fact, part of the consideration inducing the Government to execute the grant of 6,000 acres to the defendants. There is not in all this (and this statement is far more favourable to Hayden than the actual circumstances) anything to support the present action by Hayden, unless the Minister could be treated either as a trustee for Hayden, so as to come within *Touche v. Metropolitan Railway Warehousing Company* (L. R. 6 Ch. App. 671), or as an agent for Hayden, so as to come within *Hook v. Kinnear* (3 Swans, 417). The cases cited by Mr. Davie, of *Routh v. Thompson* (13 East. 274); *Foster v. Bates* (12 M. & W. 226); *Mair v. Holton* (4 U. C. R., p. 505); *Bird v. Brown* (4 Ex. 786), all fall within the latter principle. *Sutherland v. Pratt* (12 M. & W. 16) may be referable to either. In fact, the functions of an agent and of a trustee are often identical, as are the equities arising on their acts in favour of principals or *cestuique* trusts, though not named or parties to the negotiations. I omit all reference to numerous cases where contracts for marriage settlements have been enforced by

children, who, of course, were not and could not have been parties to the contract. As Mr. J. Fry observes [Fry S. P. 43] the consideration which permeates marriage settlements has induced, and justifies, doctrines specially affecting such contracts, not necessarily applicable to other agreements. But in order to apply the above-mentioned cases to the present, it would be necessary to show either that the Minister occupied the position of agent to conduct negotiations with the Company, or else that of trustee for the claimants to hold any benefits bestowed on them. And I do not see any evidence that he ever was asked to occupy such a situation, or ever held himself out as such, or was considered to be such. What the position would have been if, in consequence of the correspondence, the Minister had reserved all the disputed lots out of the Crown grant of 6,000 acres until the rights of parties should be ascertained, or if he had stipulated, as part of the consideration, that the Company should re-grant to himself the lots which might turn out to have been duly located, etc., thereby constituting himself a trustee, very much as in Touche's case, it is unnecessary to inquire. I do not think the Court can give to the plaintiff the relief which he asks on the ground of any contract to be extracted from this correspondence.

The plaintiff, however, urged that if not on the ground of contract, yet on the principle of estoppel, the defendants having stood by with folded arms while he was expending \$800 or \$900 on his lot, could not now take advantage of the informality of the negotiations.

The doctrine of estoppel is in many cases extremely just and equitable, though sometimes apparently the reverse. But in all cases, I apprehend, the acts relied on must be clear and unmistakeable, and must refer unequivocally to some supposed contract, express or implied. In the present case, the plaintiff's expenditure would have to be shown to have been made by him in reliance on the supposed contract and on nothing else; and the Company must be shown to have known that he was so relying. Now, in the first place, there is nothing to show that the defendants (the Company) knew that plaintiff was at all aware of the promise made by Mr. Beatty, or of the negotiations. There is nothing to show that Mr. Beatty was aware that his last important suggestion had been assented to by Mr. Smith or by anybody else. There is evidence that Mr. Beatty had been asked and had declined to authorize Mr. Smithe to inform the claimants of the state of negotiations on the 31st January; and on the other hand there is no reason to suppose that the plaintiff knew anything of these negotiations before the 13th February. There is reason to suppose he knew nothing till that day. But his improvements, he tells us himself, were commenced immediately after the 31st of January, and were commenced not in consequence of any supposed contract or promise by Mr. Beatty or Mr. Smithe, but in consequence, as he said, of his being perfectly satisfied with some assurances he had received after his attendance on the Parliamentary Committee here in January, 1885. The doctrine of estoppel fails to apply to such a case. *Ramsden v. Dyson* (L. R. 1 H. L. 140).

The result is there must be judgment for defendants. But as I think the plaintiff wholly right on the facts, and that the defendant's refusal is wholly unjustifiable, though the plaintiff's legal remedy fails, he will not have to pay any costs but his own.

Crown Grant.

PROVINCE OF
BRITISH COLUMBIA, }
No. 98.

[QUEEN'S ARMS.]

CLEMENT F. CORNWALL,
Lieutenant-Governor.

WM. SMITHE,
Chief Commissioner of Lands and Works

W. S. GORE,
Surveyor-General.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c.

To all to whom these presents shall come, GREETING:—

Know ye, that for divers valuable considerations Us thereunto moving, We do by these presents, for Us, Our heirs and successors, give and grant unto Donald A. Smith and Richard B. Angus, their heirs and assigns, all that parcel or lot of land situate in New Westminster District, said to contain five thousand seven hundred and ninety-five acres more or less, and more particularly described on the map or plan hereunto annexed, and therein coloured red,

and numbered Lot five hundred and twenty-six, Group one, on the official plan or survey of the said New Westminster District, in the Province of British Columbia. To have and to hold the said parcel or lot of land, and all and singular the premises hereby granted, with their appurtenances, unto and to the use of the said Donald A. Smith and Richard B. Angus, their heirs and assigns, forever. Reserving, nevertheless, unto Her Majesty, Her heirs and successors, the right and privilege at any time before the first day of June, 1886, to select, take, and resume the absolute property in and possession of any two and one-half acres of the lands hereinbefore expressed to be hereby granted.

Provided always, and it is hereby expressly agreed and declared, that the grant of lands hereby made is and shall be deemed, as to a portion of such lands, subject for its unexpired term to a lease, dated the 30th day of November, A. D. 1865, and entered into between the Honourable Joseph William Trutch, acting on behalf of Her Majesty's Government, and the British Columbia and Vancouver Island Spar, Lumber and Saw-Mill Company, Limited, and which term expires on the 30th day of November, 1886; and also subject to an indenture bearing date the 25th day of July, 1885, made between Edward Davis Heatley, of the first part, and the Honourable William Smithe, Chief Commissioner of Lands and Works of the Province of British Columbia, acting on behalf of the Government of the said Province, of the second part, and Her Most Gracious Majesty Queen Victoria, of the third part, which indenture provides for a renewed lease of portions of the said lands for two and five years respectively, from the said 30th day of November, 1886, and for the use of certain roads during such periods.

Provided nevertheless, that it shall at all times be lawful for Us, Our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to resume any part of the said lands which it may be deemed necessary to resume for making roads, canals, bridges, towing-paths, or other works of public utility or convenience; so, nevertheless, that the land so to be resumed shall not exceed one-twentieth part of the whole of the lands aforesaid, and that no such resumption shall be made of any lands on which any buildings may have been erected, or which may be in use as gardens or otherwise for the more convenient occupation of any such buildings.

Provided also, that it shall at all times be lawful for Us, Our heirs and successors, or for any person or persons acting under Our or their authority, to enter into and upon any part of the said lands, and to raise and get thereout any gold or silver ore which may be thereupon or thereunder situate, and to use and enjoy any and every part of the same land, and of the easements and privileges thereto belonging, for the purpose of such raising and getting, and every other purpose connected therewith, paying in respect of such raising, getting and use reasonable compensation.

Provided also, that there shall be, and there is hereby, reserved to Us, Our heirs and successors, a royalty of five cents upon and in respect of each and every ton of coal raised or gotten from the land hereby granted.

Provided also, that it shall be lawful for any person duly authorized in that behalf by Us, Our heirs and successors, to take and occupy such water privileges, and to have and enjoy such rights of carrying water, over, through, or under any part of the hereditaments hereby granted, as may be reasonably required for mining or agricultural purposes in the vicinity of the said hereditaments, paying therefor reasonable compensation to the aforesaid Donald A. Smith and Richard B. Angus, their heirs or assigns.

Provided also, that it shall be at all times lawful for any person duly authorized in that behalf by Us, Our heirs and successors, to take from or upon any part of the hereditaments hereby granted, without compensation, any gravel, sand, stone, lime, timber, or other material which may be required in the construction, maintenance, or repair of any roads, ferries, bridges, or other public works.

IN TESTIMONY WHEREOF, we have caused these Our Letters to be made Patent, and the Great Seal of Our Province of British Columbia to be hereunto affixed: WITNESS, His Honour CLEMENT F. CORNWALL, Lieutenant-Governor of Our Province of British Columbia and its Dependencies, at Our Government House, in our City of Victoria, this thirteenth day of February, in the year of Our Lord one thousand eight hundred and eighty-six, and in the forty-ninth year of Our Reign.

By Command.

(Signed) T. ELWYN,
Deputy Provincial Secretary.

Crown Grant.

PROVINCE OF
BRITISH COLUMBIA, }
No. 91.

CLEMENT F. CORNWALL,
Lieutenant-Governor.

[QUEEN'S ARMS.]

WM. SMITHE,
Chief Commission of Lands and Works.

W. S. GORE,
Surveyor-General.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth.

To all to whom these presents shall come, GREETING:—

Know ye, that for divers valuable considerations Us thereunto moving, We do by these presents, for Us, Our heirs and successors, give and grant unto Donald A. Smith and Richard B. Angus, their heirs and assigns, all that parcel or lot of land situate in New Westminster District, said to contain four hundred and eighty acres, more or less, and numbered lot five hundred and forty-one, group one, on the official plan or survey of the said district, and also all those pieces or parcels of land forming portions of the townsite of Granville, in the said district, and known and numbered on the official map of the said townsite deposited in the Land Registry Office at New Westminster as lots 12 and 13, block 2; lots 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15 and 16, block 3; lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, block 4; lots 4, 5, 9, 10, 11, 12, 13 and 14, block 5, and lot 10, block 6; all of which said pieces or parcels of land, namely, lot five hundred and forty-one, group one, and the lots before enumerated in the townsit of Granville, are more particularly shown and described on the map or plan hereunto annexed, and therein coloured red. To have and to hold the said parcels and lots of lands, and all and singular the premises hereby granted, with their appurtenances, unto and to the use of the said Donald A. Smith and Richard B. Angus, their heirs and assigns, forever. Reserving nevertheless unto Her Majesty, Her heirs and successors, the right and privilege, at any time before the first day of June, 1886, to select, take and resume the absolute property in and possession of any two and one-half acres of all or any of the lands hereinbefore expressed to be hereby granted.

Provided, nevertheless, that it shall at all times be lawful for Us, Our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to resume any part of the said lands which it may be deemed necessary to resume for making roads, canals, bridges, towing-paths, or other works of public utility or convenience, so nevertheless that the land so to be resumed shall not exceed one-twentieth part of the whole of the lands aforesaid, and that no such resumption shall be made of any lands on which any buildings may have been erected, or which may be in use as gardens or otherwise for the more convenient occupation of any such buildings.

Provided, also, that it shall at all times be lawful for Us, Our heirs and successors, or for any person or persons acting under Our or their authority, to enter into and upon any part of the said lands, and to raise and get thereout any gold or silver ore which may be thereupon or thereunder situate, and to use and enjoy any and every part of the same land, and of the easements and privileges thereto belonging, for the purpose of such raising and getting, and every other purpose connected therewith, paying in respect of such raising, getting and use reasonable compensation.

Provided, also, that there shall be, and there is hereby, reserved to Us, Our heirs and successors, a royalty of five cents upon and in respect of each and every ton of coal raised or gotten from the lands hereby granted.

Provided, also, that it shall be lawful for any person duly authorized in that behalf by Us, Our heirs and successors, to take and occupy such water privileges, and to have and enjoy such rights of carrying water over, through or under any parts of the hereditaments hereby granted, as may be reasonably required for mining or agricultural purposes in the vicinity of the said hereditaments, paying therefor a reasonable compensation to the aforesaid Donald A. Smith and Richard B. Angus, their heirs or assigns.

Provided, also, that it shall be at all times lawful for any person duly authorized in that behalf by Us, Our heirs and successors, to take from or upon any part of the hereditaments hereby granted, without compensation, any gravel, sand, stone, lime, timber, or other material which may be required in the construction, maintenance or repair of any roads, ferries, bridges, or other public works.

IN TESTIMONY WHEREOF, We have caused these Our Letters to me made Patent, and the Great Seal of Our Province of British Columbia to be hereunto affixed: WITNESS, His Honour CLEMENT FRANCIS CORNWALL, Lieutenant-Governor of Our Province of British Columbia and its Dependencies, at Our Government House, in Our City of Victoria, this thirteenth day of February, in the year of Our Lord one thousand eight hundred and eighty-six, and in the forty-ninth year of Our Reign.

By Command

(Signed) T. ELWYN,
Deputy Provincial Secretary.

TWELFTH SITTING

MARCH 2ND, 1888.

Committee met at 10.30 A. M.

Present—Messrs. Martin (in the chair), Higgins, and John.

JONATHAN MILLER, sworn—I have lived in Vancouver and Granville since 1871, and still live there. I am the oldest resident in Granville, except one man. It was first known and discussed at the time of the Mackenzie Government, and the discussion was revived again in Granville probably two years before Van Horne's visit, that Vancouver would be the terminus of the C. P. R. Co I am familiar with the whole townsite of Vancouver. (Map marked 3A shown witness.) With reference to lot 9, block 3—I know the ground well, but could not tell where the stakes were. Lot 17, block 3, was owned or claimed by a man named Harper. Lot 16, block 3, was claimed by John Stewart, who had a house built on it, and, I think, was living there. Lot 15, block 3, was occupied by Gillespie, who had a house on same. Lot 14, block 3, was cleared in the spring before Van Horne's visit. This lot was cleared and improved before the 4th of August, and the improvements were sold to John Hill, now at Vancouver. Lot 13, block 3, was claimed by Alfred King, and a little cabin built on the north-east corner—I think, before Van Horne's visit. I think the lot was cleared in the fall of 1884 or spring of 1885. I never saw any one living in the cabin. Lots 9, 10, 11, 12, block 3, was all standing timber prior to Van Horne's visit, except a few trees cut for wood. There were some cabins built along through there before Van Horne's visit. They were inhabited part of the time, and part of the time were vacant. I cannot state dates when they were occupied. The timber is mostly off of these lots now, but they are not cleared of stumps yet. They were not slashed before Van Horne's visit. Lot 10, block 5—I do not know if this lot was ever occupied, but the timber was cleared after the fire. Lot 9, block 5, was cleared in the spring or winter before the fire. There were three or four cabins along lots 10, 11, 12, 13, block 5, but I can't say where they were located. The Vancouver fire started about lot 10. Mr. Ralston told me that if he had three or four men to help him he could have stopped the fire. I could not say if these cabins were occupied or not. I was gaoler at that time, and lived on lot 2, block 2. There were only a few people living at Granville at that time, probably two or three hundred. There could have been men cabining in the woods about there without my knowledge. Lot 5, block 5—I do not think there was any house on this lot before Van Horne's visit. It was not occupied that I am aware of, and was not cleared. (Map marked 3B shown witness.) H. G. Ouderkirk's claim, lot 4, block 17.—I think the cabin on this lot was built on the street. Mashiter's claim, lot 1, block 17, on map 3 B.—The house on this lot was built on the street, as near as I can locate it. Preston's lot—lot 18, block 17 (map 3B) - had a small house on it, and he kept a dray. McCrimmon's lot—lot 19, block 17 (map 3B)—had a small house built on it, about 14 by 18 or 20 feet. I recognize 3A as the original map of the townsite of Granville. My statement in my evidence, Supreme Court, in Hayden's case, is a mistake, if made by me. I don't remember making such a statement. I was constable for about fifteen years. I cleared lot 13, block 2. Did not let the whole of it out by contract. Clearing lot 13, block 2, cost about \$100, and lot 3, block 3, partially by contract, about \$125. This was for clearing roots and everything else. It was talked about at this time that Vancouver would be the terminus of the C. P. R., but was not known for certain.

Moved and carried that the Committee adjourn till 1 o'clock.

THIRTEENTH SITTING.

Committee sat at 10 A. M., March 3rd, 1888.

Present—Mr. Martin, in the Chair, and Messrs. Higgins and McLeese.

JOHN THOMAS, sworn—I first went to the Inlet in 1866, and to Granville in 1871. This was before Mr. Miller's time. The place was all a dense forest at that time. Miller was logging some time before he came to Granville to live. He came to live there with his family in 1872. I have resided there, or in the neighbourhood, ever since, but spent most of my time in Granville. I remember the site of the old gaol well. The lot in the rear of lot 13, block 2 (known as Miller's), was cleared by the chaingang. I saw them working there, but can't say it was entirely cleared by them. I know the site of Byram's and Jacklin's lots (lots 4 and 5, block 5), where Byram's store is. There was work done on these lots before Van Horne's visit. Lot 4 was well cleared. A man told me he that he got \$90 for clearing it. I told him that he had a hard job for the money. He did his work well. Lot 5 was pretty well cleared off. I was running a saloon four lots off, being lot 7, block 2.

Lot 12 (called Hjorth's).—There was a garden and house on lot 12 before Van Horne's visit. Lot 11 (called Angus') was slashed and partly cleared, all but the stumps. The work done would be worth \$150, but it cost less. Lot 10 (called Hayden's) was well cleared off and a house on it. The house and clearing would cost about \$200. Lot 9, block 3 (called Ralston's), had about the same amount of work as Hayden's done on it, except the building. It cost about \$150. All this work was done before Van Horne's visit. The street on which this work was done was two streets back from where I was carrying on my saloon business, and was right behind it. Lot 18, block 17, map 3B (called Preston's lot), had about the same amount of improvements as the others done on them. He had a house and a little stable. It was cleared, but was not such heavy clearing as the others. Lot 19, block 17 (called McCrimmon's).—This lot was well cleared off and a house on it. All this work was done before Van Horne's visit. I know the country about there very well. I have no interest in any of these lots, and am promised none.

To Mr. Martin—I went first to live in Granville in the winter of 1871. Mr. Miller was not living there then. There is one Thos. Fisher living there now who was there before Miller. Miller was working on a ranch up the Fraser River before he came to Granville. When he first came to Granville to reside he came there as a constable.

To Mr. Gannaway—I think Miller logged down in the Narrows about a mile and a half from Granville in 1868 or 1869. He brought his family there when he came to reside. My business is a sort of mixture. I have been running a ferry boat for the last eight months between Vancouver and Howe Sound. In the winter of 1883 and 1884 I was living at my house at English Bay. My family live at my place at English Bay all the time, and that is my home. I don't think I was doing anything particular between January and September, 1884. I don't think I ran the saloon during that time. I was in Granville during that time, was there at least once every two weeks. My home at English Bay is about 3 or 3 $\frac{3}{4}$ miles from Granville. I have never given a declaration to the Company in support of any of these claims. I was not before the "Squatter's Committee" in 1885.

To Mr. Walls—I put in most of my time in Granville between January and September, 1884.

To Mr. McLeese—I was running the saloon at the time of Van Horne's visit. I started to run it in February, 1884, and I think I ran it from that date 13 or 14 months steady. The proprietor, Mr. Robinson, was ill at the time I took charge, and died on the 7th of June, 1884.

In answer to the question of Mr. Gannaway as to what I was doing in 1884, I should have said 1883. Since I gave my answer to Mr. Gannaway, Mr. Ralston suggested to me that I had made a mistake about the dates.

JOHN THOMAS.

WILLIAM TROOP BLAIR, sworn—Have been in Granville eight years in May. Have been in hotel and saloon business ever since I went there. Agree with previous witness as to what he said about the chaingang clearing Miller's lot back of the gaol. Byram's lot was cleared before Van Horne's visit. Jacklin's lot was also cleared. Would not like to have cleared

Jacklin's lot for \$90. Saw Orr's men putting up a fence about his lots. A few days afterwards saw a gang of workmen taking down the fence. Did not see Charleson there. Did not see any one directing the operation of tearing down. The fence was a running one—a pretty substantial fence.

his
W. T. X BLAIR.
mark.

JONATHAN MILLER, cross-examined by Mr. Walls—The name of the one man mentioned by me in my evidence is Thos. Fisher, who is still living at Vancouver. Lots 9, 10, 11 and 12—There was some clearing done. In some places there had to be some clearing done to build the cabins; in other places there were some places where it was unnecessary to do any clearing. The timber is mostly off these lots. I don't think the stumps are taken out, but they may be cut level with the ground. I won't swear that there are any stumps on lots 9, 10 and 12. There were good houses on lots 9 and 10, one on each lot, not quite finished before the fire. My time was occupied as jailer, and I had to be constantly about these grounds on business. Lots 4 and 5, block 5—There was little or no work done before Van Horne's visit. Lot 1, block 17, lot 18, block 17, lot 19, block 17—Some stakes are out, but a man could generally trace out a line pretty well. The stakes on these three lots were not difficult to me to find. I don't remember saying in the Supreme Court, in Hayden's case, there was no map ever came out of the survey of 1884, and I say so still, not to my knowledge. I never resided on the lot I claimed from the Company (lot 13, block 2). The Company gave me this lot for \$200. The lock-up was built partly on Dayton's lot and partly on Crown land. Preston had a small stable, and had a horse and did draying. There was a good deal of heavy fir timber and heavy stumps on the whole of the old townsite. I am brought down by the Company as their witness. I think Mashiter's and Preston's houses were up before Van Horne's visit. I know McCrimmon's was.

To Mr. Gannaway—I think it was in 1873 I was keeping cows. I built a stable on lot 13, block 2, and occupied it up to the date of the fire. In order to build that stable, in the first place, it was all standing timber, and I had to cut the timber and clear away to build the stable. Griffith, McBride, Stewart, and Gillespie all cleared their lots and occupied and built a house on them prior to Van Horne's visit. As regards Gillespie's lot (lot 15, block 3), this lot was cleared before Van Horne's visit and a house was being erected, and it was personally occupied by him a short time after. Stewart's lot was cleared before Van Horne's visit, and he personally resided on it. Mannion's lot was occupied by out-houses about 1873. Hill's lot was cleared of timber and roots and nicely cleared up in the spring of 1884. I am not sure if he resided there. I do not remember any person living on this lot till after Carey built on it, which, I think, was after Van Horne's visit. I had the worst stump in Vancouver. It cost me about \$125 to clear the whole lot. There were three or four other stumps on the lot. Whipple's lot was only partially cleared, but he lived on it.

To Mr. Gillespie—I think there was a house on lot 9, block 5. I think there were three cabins along on lots 11, 12, and 13, block 5. I never remember seeing lot 10, block 5, cleared. There is a shell of a house on this lot 10, block 5. I think it would be worth \$100 to \$150 each to clear lots 10 and 11, block 5. A man might pass along Water street, as it was in early days, and not see if these lots were cleared or not. I don't remember your offering me the keys of cabins built on lots in question.

JONATHAN MILLER.

J. H. GILLESPIE, recalled—Knew P. Hughes & Co. Could not tell Hughes' partner's name. Took Hughes down to Ralston with regard to leasing portion of lots 4 and 5, block 5. Ralston was acting as agent for Byram and Jacklin. Did not see the agreement to lease drawn up. He told me afterwards he got the lease, and was well satisfied. Do not know where Hughes is now. I said in my evidence-in-chief that I spent \$30 for clearing around the houses. I meant I paid \$30 for clearing around each house, on lots 10 and 11, block 5. In my last declaration, after the fire, I said I lived on lot 10 from the date of the fire to the date I made the second declaration. I forgot to state this fact the other day. After the fire I built a story-and-a-half house on lot 10. After the fire, Hamilton told me to go in and build, as there would be no difficulty in getting a title to my lot. I then built on lot 10, block 5. My first declarations to the Company were burned in the fire.

To Mr. Gannaway—Hamilton told me to build on lot 10, block 5, after the fire.

J. H. GILLESPIE.

C. C. RALSTON, sworn—The document produced is a true copy of the lease I made with Philip Hughes & Co., for lease of portions of lots 4 and 5, block 5. I signed for Byram and Jacklin, as their agent. The original lease was burned. Weldon, the partner of Hughes, gave me this copy, which is correct, without the names:—

Agreement entered into between A. H. Byram and John Jacklin, of the first part, and P. Hughes & Co., of the second part, both parties being of the District of New Westminster and Province of British Columbia.

We, A. H. Byram and John Jacklin, the parties of the first part, do rent and lease for the term of one year from the date of this agreement, to the parties of the second part, twenty-five feet frontage and running to the back end of the lots, and described as follows, that is to say:—Twelve feet six inches on the east side of lot 5 and block five, in the town plot of Granville, and twelve feet six inches on the west side of lot four and block five, in the town plot of Granville.

And we, _____, do agree to build a house twenty-five feet wide and seventy feet long: and we further agree to pay the sum of five dollars a month to A. H. Byram and John Jacklin, the parties of the first part, or their agent, in advance; and we further agree not to release the above property without the consent of the parties of the first part or their agent

And we further agree and bind ourselves in the sum of three thousand dollars that we will give peaceable possession to the parties of the first part, or their agent, at the expiration of the lease.

And we further agree not to hold the parties of the first part responsible for any action that the Canadian Pacific Railroad Company may do during the term of this lease.

And we, A. H. Byram and John Jacklin, do agree to extend the time of this lease for one year longer, at a fair rent for the same.

Dated this 19th day of January, 1886.

Witness—Hughes is at Seattle, for fear he would be taken up for a criminal offence. Was present when the lease was signed by Hughes & Co. Hughes and Weldon were both present.

COLIN C. RALSTON.

Moved and carried that the Committee adjourn till Monday, at 10 A.M.

GEO. B. MARTIN,
Chairman.

FOURTEENTH SITTING.

MARCH 5TH, 1888.

Committee met at 10 A.M.

Present—Messrs. Martin (in the chair), Higgins, McLeese, and John.

D. B. CHARLESON, sworn:—

To Mr. Gannaway—I am employed by the C. P. R. Co. in the Land Department at Vancouver. Mr. Orr's fence was built, to the best of my recollection, in June, 1887, or thereabouts. One morning, about 9 or 10 o'clock, I first called Mr. Hamilton's attention to Orr's fence. I could not really say when they began to build the fence. I did not notice it there the morning before. The next day after I saw it we pulled it down and put up another fence. I personally superintended the pulling down and putting up another fence. Orr's fence was 2 by 4 scantlings, sharpened and driven into the ground, for posts, and 1 by 3 battens nailed on as runners. In some places there were one, and at others two, but I don't think there were three in any place. The Company did clearing on the lots claimed by Orr, to the amount of \$160. I personally superintended this clearing, and made the voucher out myself. There was a small portion of clearing on the east side of Orr's lots, and a small house on the cleared spot, before the fire. The building was a small shack or shanty, and about 25 feet square of clearing around it. The cost of clearing and building was about \$100. I had no instructions from the Company to watch Mr. Orr's movements. Did not know Orr, or whether he was in or out of town. My instructions were simply to pull down the fence and put up a substantial one.

To Mr. Walls—Mr. Hamilton ordered me to pull down the fence during the day. In the afternoon of the same day that I received instructions I drew the lumber on to the land and pulled the fence down. I received instructions in the morning, and pulled the fence down in the afternoon. I was instructed to do so. I put on about 15 or 20 men to do the work. I don't remember if the boat was leaving the harbour when I was pulling the fence down. I finished erecting the new fence that night. I started erecting a house on the following day, and completed it in three or four days. The value of the house is about \$250. It was built by day work, under my instructions. The lot is below the level of the sidewalk. The Company did the clearing in June, 1886. I first came to Vancouver in October, 1885. I entered the Company's employ in February, 1886. I put up a heavy scantling fence. Some of the posts are 4 by 4, and some of them 4 by 6, and rough scantling was used as runners, taken from a lot of lumber that we had on hand. I saw that the work was done according to my instructions. I did not leave any of Orr's posts standing or use them for the new fence. I won't swear that Orr's posts were not 3 by 4.

To Mr. Higgins—I reported that I saw the fence in the morning, and pulled it down in the afternoon of the same day. The lots were bare. I don't think that the fence could have been up two weeks, ten days, one week, three days, or two days, before I pulled it down. I did not see it put up myself. My impression is that it was put up during the evening or night. I would be surprised to hear it was up for any length of time. The shack was on lot 14, block 5. The clearing on these lots was finished in July, 1886. They were cleared by the Company before Orr built his fence. I do not know why the Company told me to build a house. I simply followed my instructions and built a house on lot 12, and put a man named Forbes to live in it. If Mr. Orr could have raised a larger force of men than ours, I suppose there would have been a row. I am not a surveyor, or have not heard what land the Company have from the Government, except what I heard from the papers or from outsiders. I do not know the bounds of the Company's grant, nor was ever over the ground. I first saw the shack and a small portion of the land cleared before the fire. It was there when G. Black was building his house. I would not swear that it was there in 1885. I know Mr. Patterson. He had nothing to do with clearing Orr's lots. They were cleared by Ballanger & McKenzie. Patterson's contract was only for slashing. I pulled down the fence erected by a man named McPherson round a lot on block 29. I was ordered verbally to do this. I don't remember pulling down any other fence. Mr. Dana has charge of the maps in the Company's offices. I don't think that all the land granted to the C. P. R. Co. has been surveyed.

To Mr. McLeese—When putting men to work the time is kept by a time-keeper. Orr's fence was pulled down in the month of June. I can give date from my memorandum book.

To Mr. Higgins—When I was tearing the fence down I was told by Mr. Miller that Orr was out of town. No one made any remark about my tearing the fence down. Some one might have said that it was a shabby action to pull down a man's fence while he was out of town, but I don't remember anyone saying it. If three or four witnesses swore that Orr's fence was up for some days, I should only say that they were right and I was wrong.

To Mr. Walls (re-examined)—McPherson's lot is in block 29 of the new survey of Vancouver City.

To Mr. Gannaway—There was no person residing on the lot claimed by McPherson, at the time I pulled down the fence. There was no one in occupation of Orr's lot when I pulled his fence down.

To Mr. Higgins—A man named Patterson had the contract for fencing all the Company's property. He went to fence Mr. Orr's lots. The men that were hired by Patterson went to fence Orr's lots for the Company, but he warned them to desist (or some one in his behalf), and they would not go on with the work. I don't know this of my own knowledge, but only from hearsay. I never heard that Hamilton got a notice from Mr. Orr forbidding them to trespass on the lots which he claimed. I know of my own knowledge that Patterson did a lot of fencing on the Company's property.

To Mr. Walls—The Company only put up the fence in the same haste on McPherson's lot that they did on Orr's.

To Mr. Gannaway—In my evidence-in-chief I stated that I reported the presence of Orr's fence to Mr. Hamilton one day, and took it down the next day. Upon reflection, I recall that. I reported to Mr. Hamilton that the fence was there in the morning, and took it down after dinner (noon) on the same day.

MR. C. WARWICK, sworn :—

To Mr. Walls—Lots 12, 13, and 14, block 5, were applied for by Mr. Orr. According to the memorandum I have here, lots 12 and 13 were applied for 2nd day of June, 1884, and lot 14 was applied for April 2nd, 1884. Orr also applied for lots 1, 2, and 3, block 1, on the 2nd day of June, 1884. When he applied for the lots I told him that they were under reserve and not open to purchase or pre-emption, and that his application could not be received or granted. At his request, I made a memorandum of the application. Saw the Gazette reserving the lands in May, 1884. The first reserve was put on in August, 1878. This was called the railway reserve. The bounds were twenty miles on each side of the railway. I never received any special instructions from the department or anyone else to reserve these lands. I acted entirely on what I saw in the Gazette. I think that the lots reserved by the Government in New Westminster and Hastings townsite were covered by the railway reserve of 1878. I have often refused applications in New Westminster and Hastings townsites. I never forwarded memoranda of these applications to Victoria, and refused to note the fact that the applications had been made, except in the case of Edmonds and Orr. Mr. Smithe informed me, when I was in Victoria in 1885, that I did wrong to note these two applications. I do not know C. C. Ralston. I know Sullivan, of Vancouver. I think a man called Gillespie applied to be allowed to purchase a lot or lots in Granville townsite. If the application was made, I refused it. I never, to my recollection, endorsed on the back of a paper of an application refused by me. The Railway Company never registered with me any map of their grant.

To Mr. Walls—Edmonds and Webster applied to me for lots on May 12, 1884—for lot 9, block 3; also a vacant piece of land adjoining lot 1, block 3; lots 8 and 9, block 4, and lots 10 and 11, block 5. They tendered money in payment.

Moved and carried that the Committee adjourn till 10 A. M., March 6th.

FIFTEENTH SITTING.

Committee met at 10 A. M., March 6th, 1888.

Present—Messrs. Martin (in the chair), Higgins, McLeese, and John.

C. WARWICK'S examination continued :—

To Mr. Walls—I did not forward Messrs. Edmonds and Webster's application to the Chief Commissioner of Lands and Works. I have no recollection of two men applying to me for lots in Granville on February 28th, 1884. To the best of my recollection, I did not refer anyone to Mr. Trutch.

To Mr. Gannaway—The application made by Webster and Edmonds was, to the best of my recollection, verbal. The entry made in the book *re* Webster and Edmonds was not an official entry. I have a map in the office somewhat similar to map marked 3A, but can't swear it's the same. I never had a map like map marked 3B in the office.

To Mr. McLeese—The book that I made the entries in is the registry book of the townsite of Granville. I have made twelve unofficial entries in it, being Orr's and Webster's. I gave the same answer to Edmonds and Webster that I did to Orr. It is not customary to make unofficial entries in this book, but in this case I did it altogether as an act of courtesy.

To Mr. Walls—I don't recollect refusing a written application from Webster and Edmonds. The unofficial entries were only made in pencil.

C. WARWICK.

Mr. Warwick refused to certify that the accompanying document was a true copy of the original entry in Register of the Town of Granville, as produced by him.

TOWN OF GRANVILLE.

Date.	Name.	Lot.	Block.	How acquired.	Terms of payment.	Certificate of payment.	Date when paid.	Amount Paid.		Total.		Crown Grant.		Remarks.
								\$	cts.	\$	cts.	No.	Date.	
1877. 4th April.	Edward McHendry.	1	3	Private sale.	Half cash; bal. in 2 years.	54 79	1877. 4th April. 1879. 3rd April.	50	00			1127	1879. 15th Sept.	E. McHendry.
Applied May 12/84	H. V. E. & J. A. W. Vacant piece adjoining	this lot												

I certify the above copy to be a true copy of an entry on page 29 of the Official Register of the Town of Granville (the words at the bottom being in pencil), produced before the Committee this 6th day of March, 1888, by Chas. Warwick, Government Agent at New Westminster.

GEO. B. MARTIN,
Chairman.

MR. GORDON EDWARD CORBOULD, sworn—I am a barrister and solicitor, British Columbia bar. I have acted for the C. P. R. Co. in some instances respecting the squatters' claims. I remember Gillespie's lot 15, block 3. After Gillespie's claim was allowed, I obtained the grant from the trustees, Smith and Angus, to George Black, and paid the money for it—\$200—on behalf of Mr. Black to Mr. Hamilton. Gillespie assigned all his right, title, and interest, through a series of assignments, beginning with Black & Townsend, and it finally became Black's sole property. The conveyance is made for the consideration of \$200. I remember my interviews with John McGregor. I have read his evidence, and his statement with regard to being intimidated is wholly unfounded. He thanked me for bringing the settlement with him about. He said that if he had got the lot in the first instance he would have sold it for \$1,000, and now it is worth \$5,000. After the settlement was made, I told McGregor that I thought he had done very wisely, as he would only have spent the whole value of it in law. This was after the settlement was made. I searched in the Land Office yesterday for *lis pendens* registered by Edmonds and Webster against lots in the old Granville townsite. The *lis pendens* were registered by them against the following lots:—Lot 9, block 4; lot 9, block 3; lot 8, block 4; lot 10, block 5; lot 11, block 5, and a piece of land adjoining lot 1, block 3.

To Mr. Walls—I investigated about between thirty-three and thirty-five claims. I did not hold any court or call witnesses on either side; I acted on my own discretion. I heard Hayden and Ralston, but don't remember hearing any other claimants. I decline to answer as to whether I made any written report to the Company. I claim my privilege as a solicitor. I decline to answer if I reported favourably on Hayden's case, on the same ground. I have read Mr. Hayden's evidence, and think he is mistaken with regard to the conversation between Mr. Hughes and Mr. Hayden in my office. Mr. Hayden said to me: "I understand you have reported favourably on my claim," or words to that effect. I answered to him, "Have you?" Mr. Hayden then asked me the direct question, whether I had or had not. I made answer to Hayden that I was not at liberty to tell him. Hughes turned round to Hayden and explained to him that, as solicitor for the Company, I could not answer his question. I may say that I have been asked by a very large number of these claimants as to how I reported, but I have always been obliged to give them the same answer. I was requested to hold these investigations for the Company. I look to them for payment. I decline to state how many claims I reported favourably on, or if I reported favourably on any. I made the investigations at Granville. I drew up a form of declaration. I think, as set forth in the evidence, are the same forms of declarations that I drew up. I put an advertisement in the paper, requesting all claimants to put in their claims, and offered to supply them with forms. The advertisement was in Mr. Abbott's name. The notice in the paper required them to file their claims on or about the 12th day of June, 1886. The fire in Granville took place on the 13th of June, and all the claims filed were burned. I caused another advertisement to be inserted in the Vancouver paper, giving a limit of about a month ahead. I think that declarations of one or two claims were not burned, being left at my office at New Westminster. I received no authority from the Government of British Columbia either to issue these advertisements or otherwise. I drew up these notices and forms of declaration on my own responsibility. I was not constantly employed by the Company at that time. I had no regular retainer. I have never taken any cases against them.

To Mr. Martin—I know of some claims being allowed by the C. P. R. Co. I decline to answer if I reported on any of these claims.

The reason Gillespie assigned his claim, lot 15, block 3, to Black & Townsend was because he was in debt to them. That assignment was made after Van Horne's visit, 4th August, 1884. I am aware that Gillespie was heavily in debt at the time the assignment was made. I don't think there were any judgments registered against him at the time of the assignment to Black & Townsend, but there were many at the date of the grant of the trustees. The assignment was registered.

To Mr. Martin—The basis that I went by, deciding about claims, were the letter by Mr. Smithe and Mr. Beatty's answer. There was no standard mentioned as to deciding about substantial improvements. Referring as to who were bona fide occupants, I had no other instructions than these letters. I received no instructions or authority from the Provincial Government as to dealing with these claims.

To Mr. McLeese—To the best of my knowledge, the Government of British Columbia had no one looking after the interests of the claimants. They might have had some one there without my knowledge.

To Mr. Semlin—As to the validity of claims, I had nothing to go by but the letters of Smithe and Beatty, referred to. I simply gave my opinion on the claims to the Company.

By the Chairman—The impression that these letters conveyed to my mind was that they required a personal occupation and residence on the lots, and no matter how much the improvements were on the lots without personal occupation, I would not have considered them bona fide occupants or residents. That was the impression conveyed to me by those letters—*i. e.*, the correspondence between Beatty and Smithe. I never threatened A. W. Sullivan or his mother with the dire consequences of the law if they did not come to terms. I do not know how the Company arrived at the conclusion to charge a man 800 per cent. more for a portion of a lot than Mr. Smithe mentioned as a just price for the whole lot, nor do I know they have done so. I was not consulted. I do not know if they allowed these claimants to purchase portions of lots as a recognition that they had any claims thereto. I have read Mr. Robson's letter of September 3rd, 1886, in these minutes, and I am not aware why the Company disallowed McGregor's claim. I simply gave my opinion in the matter. McCrimmon's claim was one of the claims laid before me and considered by me, but I have the same objection as before stated to stating what I reported on it. I remember a fence being erected round Orr's lot. I saw it myself, and saw afterwards another fence in its place, but did not see it pulled down. I saw McPherson's fence. I know J. Miller's lot, and that he was using it for years. I do not know why Mannion's claim was allowed. I investigated both lots, but decline to say how I reported on them. Under the Provincial laws, a man can pre-empt a claim without personal occupation, by agent, but according to the Dominion laws they can't.

The Committee then adjourned till 8 P. M., March 6th.

SIXTEENTH SITTING.

Committee met at 8 P. M., March 6th.

Present—Messrs. Martin (in the chair), Higgins, John, and McLeese.

G. E. CORBOULD—In the case of one claim, I found that one of the witnesses who swore he personally knew the claimant had occupied the lot at a certain time was not in the Province at the time he referred to in his declaration. This I ascertained by private inquiry. I do not remember his name. Do not remember that Ralston was present at my interview with Hayden and Hughes. Am unable at this time to state how the improvements on the Mannion lot compared with the improvements on the lots refused to Preston, Hayden, and Gillespie. Cannot say how far Miller's improvements on the lot granted him compared with the improvements on the lots of Ralston, Sullivan, Jacklin, Byram, McCartney, and Henderson. To the best of my knowledge, no claims to lots taken up subsequent to Mr. Van Horne's first visit, on 4th August, 1884, have been allowed. Do not know anything about McPherson's or Elliott's claims being allowed. Do not know at what price the lots were sold to them, or whether they were sold at all.

To Mr. Higgins—Have no knowledge of the acreage acquired by the Company under the Crown grant. Do not know whether all the lands have been surveyed. Cannot say what is the present value of the lands conveyed to the Company by the Provincial Government.

To Mr. Gannaway—The Company did not, to my knowledge, require any sum in excess of the \$200 from the seven persons whose claims were allowed, and whose names appear on the list on page x. of the evidence. The question of the value of the improvements was not the only element I had to consider. Never saw map marked 3B before I saw a copy of it in Armstrong's (Deputy Registrar) office. Only saw the 3A map in the Land Office. The date of the improvements, and also the date of the occupation, were also elements in arriving at conclusions.

To Mr. Walls—According to the list on page x., only six claims were allowed without dispute, and only one claim was allowed for land described in 3B. S. Fraser's first declaration was burned in the fire, and he did not put in his second declaration until some time after the period fixed by the last advertisement, he being up the coast at a logging camp. He got his deed.

GORDON E. CORBOULD.

Extract from Votes and Proceedings, Legislative Assembly of B. C., February 29th, 1888.

On the motion of Mr. Orr, seconded by Mr. Martin, it was resolved,—

That the Select Committee appointed to enquire and report to this House whether any bona fide or other occupants, having occupied or made substantial improvements on lots in the Townplot of Granville previous to Mr. Van Horne's visit, have been allowed to purchase their locations at the price of \$200, as stipulated in the bargain for the cession of 6,000 acres at Coal Harbour and English Bay by the Government of British Columbia to the Canadian Pacific Railway Company, or to trustees on their behalf; with power to call for persons, books and papers, be instructed to include in their enquiries, or any bona fide applicants to purchase any of said lots; such words to be inserted in the third line, between the words Granville and previous.

H. V. EDMONDS, sworn:—

To Mr. Walls—On the 12th of May, 1884, Mr. J. A. Webster and myself located the following lots, and applied to the Government Agent at New Westminster to purchase them: Lot 9, block 3, and an unnumbered piece of land lying to the eastward of lot 1, block 3, and bounded on the west by said lot 1, and on its other three sides by streets; lots 8 and 9, block 4; lots 10 and 11, block 5—as described in the plan of the Town of Granville (map marked 3A), and in the register of the Town of Granville. Charles Warwick, the Government Agent, refused to sell them to us. I then offered to put in a written application to purchase them. He said it was no use, as he would not receive it, or words to that effect. I then asked him if he would make an entry in the register of our applications, which he agreed to do, and did in pencil. I then said I would tender him payment for them. I was proceeding to do so, when he said it was no use, as he could not receive it. I asked him if he acknowledged that I had made him a legal tender for them. He said he did. With reference to lot 9, block 3, if the Committee are of opinion that Ralston has a prior and better claim than ours, we are willing to waive our claim in his favour; but as to all the rest, we still claim them.

To Mr. Gannaway—I mean by locating that I and Webster selected and designated and applied for the lots in question. We had a map before us while doing so. I reside at present in New Westminster, and have done so for twenty-five years.

HENRY V. EDMONDS.

MR. JOHN A. WEBSTER, sworn:—

To Mr. Walls—I have heard the evidence given by H. V. Edmonds as to the interview with Charles Warwick on the 12th of May, 1884, and his statement is correct. On the 6th day of November, 1886, I tendered, in company with my solicitor, J. P. Walls, on behalf of myself and H. V. Edmonds, \$1,200 in gold coin to Mr. Abbott, the Superintendent of the C. P. R. Co., together with conveyances of the lots: Lot 9, block 3; an unnumbered piece of land lying to the eastward of lot 1, block 3, and bounded on the west by said lot 1, and on the other three sides by streets; lots 8 and 9, block 4; lots 10 and 11, block 5—as described in the plan of the Town of Granville (map marked 3A), and in the register of the Town of Granville. Mr. Abbott said he could not receive the money. I offered to count it to him, but he said it was unnecessary, as he could not receive it, but admitted the tender and said we had better see Mr. Hamilton. I saw Mr. Hamilton, in company with Mr. Walls, who again tendered the money and deeds to Hamilton, but he refused them. I know J. H. Gillespie. He has borrowed money from me, and I endorsed a note for him, which I have paid. I obtained a judgment for a part of what he owed me. I registered this judgment against all his lands in the Land Registry Office, New Westminster. The action of Smith and Angus in giving deeds to third parties for lots claimed by Gillespie, instead of direct to Gillespie himself, has so far deprived me of being able to collect my money, and the debts are still unpaid.

To Mr. Gannaway—I reside in New Westminster, and have done so for about twenty-six years. I and Edmonds had no agreement with the C. P. R. Co. or Smith and Angus for the purchase of the lots claimed by us. The reason we tendered the money to Mr. Abbott was because we had already tendered it to the Government agent, Charles Warwick, and he having refused to accept it, we thought we would tender it to Mr. Abbott. I don't know that Smith and Angus or the C. P. R. Co. were under any obligation to convey the lots in question to us,

beyond what is contained in the contract between the Government and the C. P. R. Co. Our position is that we consider ourselves bona fide applicants to purchase, but we do not consider ourselves bona fide occupants.

To Mr. Walls—We claim that we have a right to purchase from the Government without reference to the C. P. R. Co. or Smith and Angus. We made the tender to the C. P. R. Co. under the advice of our solicitor, as an extra precaution, and not waiving our right under the previous application to Charles Warwick, Government Agent at New Westminster.

JNO. A. WEBSTER.

The Committee then adjourned till 10 A. M., March 7th, 1888.

SEVENTEENTH SITTING.

The Committee met at 10 A. M., March 7th, 1888, and adjourned till Friday, the 9th inst., at 10 A. M.

EIGHTEENTH SITTING.

Committee sat at 10:30 A. M., March 9th, 1888.

Present—Messrs. Higgins (in the chair), McLeese, John, and Martin.

JOHN LEASK, sworn—To Mr. Gannaway—I know Charleston's handwriting and can prove (a book produced and shown to witness) to be his and the entries made in same to be in his handwriting. Nothing was done to intimidate McGregor. Most undoubtedly his evidence stating there was intimidation is untrue. He was most anxious for the settlement. After the settlement he said he was glad he had not got the lot for \$200 at the time he wanted it for that figure, for if he had he would have sold it for \$1,000, and that since he could get a much larger sum. I am employed in the same office that Mr. Hamilton was, *i. e.*, the Land Department. I was told yesterday that McGregor was offered \$15,000 for his lot and refused same. I am told that Bodwell was acting as McGregor's agent, and I am informed that he told him that he had an offer of \$15,000 for his lot. I first went to Vancouver in May, 1885. In general the improvements on the lots were of a very meagre description. The buildings were mostly shacks. The buildings were not of a substantial character.

To Mr. Walls—By the notes in Charleston's book Orr's fence was pulled down on the 22nd of June, 1887. I am personally aware of this fact. By the notes in Charleston's book there were ten men employed at the work, and they worked from 1 P. M. to 10 P. M. of that day. Orr's fence was pulled down and another fence erected about the lots between the hours named. There was no intention of waiting till Mr. Orr left the town before men were sent to pull down his fence. The men worked at night for the purpose of completing the enclosure and establishing the right of the Company to the lot. Do not remember any other instance when a fence was put up at night. The Company believed in the axiom that "possession is nine points of the law," and acted accordingly, I suppose. Mr. Gillespie's three claims were disposed of entirely. Gillespie sold to the Company the improvements on lot 10, block 5, and relinquished his claim thereto. I did not see any house put up by Orr in the enclosure. There might have been a house there and I might not have noticed it.

To Mr. McLeese—I am in Vancouver since May, 1885. Some surveys had been made before that date. The survey party proper was organized on 1st of January, 1886. We have not the original maps of the survey, as they were all burned in the fire. I do not know the area of the land given to the Company. The maps, &c., are all to be found in the Surveyor-General's office.

To Mr. Higgins—I did not bring down any documents or papers, as I had none to bring. Referring to Mr. Corbould's reports, *re* squatters' claims—the last time I saw them was when I handed them to Mr. Salsbury, and Mr. Salsbury tells me he is now unable to find them. I can't tell whether it was when Mr. Hamilton came down to give evidence before this Committee the first or last time that I handed these papers to Mr. Salsbury. Mr. Hamilton is now

at Winnipeg. I think a telegram would find him, and he may be able to tell where the papers are. These documents have always been kept in my safe, except when they were being sent to and fro. I never read or heard anything about the contents of Mr. Corbould's reports. I had nothing to do with the decisions in these matters, nor had Mr. Salsbury. I don't know of my own knowledge any information that I can give to the Committee referring to these claims, as I have taken very little interest in the matter, being mostly employed at office work. I do not know the area of the land granted to the Company. I know that Mr. Abbott sent down copies of the declarations to Mr. Smithe.

To Mr. Walls—The Company pulled down only McPherson's fence besides Orr's, and fenced only Orr's in.

To Mr. Walls—Eight of the lots referred to by Mr. Abbott in his letter of the 13th September, 1886, are in block 17, map 3B. Whipple's lot is on map 3B and was allowed. Do not know of any other claim on that map being allowed. The whole of the land included in maps 3A and 3B is known in our office as old Granville townsite.

To Mr. Gannaway—Have no copy of any of these old maps in the office. Whatever we had were all burned in the fire. We sell by a lithographic map.

JNO LEASK.

W. S. GORE, sworn—I produce a number of documents, being the evidence sent down by Mr. Abbott in response to Mr. Smithe's letter of October 12th, 1886, as set forth on page ix. of the minutes of this enquiry.

To Mr. Walls—Do not know that Mr. Abbott sent to Mr. Smithe a copy of Mr. Corbould's reports on the squatters' claims. Do not think the Company have got a large quantity of land in excess of the grant. 5,795 acres, more or less, are the words of the grant. In my opinion 200 acres would be a very large area to be embraced in the term "more or less."

To Mr. McLeese—In a Crown grant to a pre-emptor, if it was found there were 20 or 25 acres in excess of the amount said to have been taken up, the pre-emptor would not have to pay anything for the excess.

To Mr. Higgins—Mr. Smithe, to my knowledge, never made any official investigation into the claims of settlers at Granville. I think if he had lived and had his health, he would have done so. Until after he went to Kootenay he was not in bad health. I heard that he was taken ill while at Kootenay. Soon after he came back he was seized with the illness which proved fatal. He went to Kootenay in the autumn of 1886. The letter dated October 12th, 1886, was evidently written after his return from Kootenay. From the terms of the letter I believe that he intended to hold an investigation into the claims, but was prevented by his illness, departmental and legislative duties. I think when Mr. Hamilton in his evidence (page xx.) says: "We claim to be the sole judges as to who were the bona fide occupiers of the land," the claim is not well founded. It was agreed between Mr. Smithe, on behalf of the Government, and Mr. Beatty, on behalf of the C. P. R., that bona fide occupants of lots prior to Mr. Van Horne's visit should be allowed to purchase at \$200 a lot; and I am of opinion that each party to that agreement should have a voice in deciding who were entitled to purchase. Do not recollect ever having had a conversation with Mr. Smithe with respect to his holding an investigation.

To Mr. McLeese—I do not consider the map marked 3B was the one referred to in the correspondence between Smithe and Beatty, on pages ii., iii., and iv. of these minutes. 3B has never been considered the official map, although so marked. It was never signed by the head of the department; 3A was signed by Mr. Trutch. If you came to the office to buy a lot in old Granville, I would show you the 3A map; if you wanted a lot in the extension, I would show you the 3B map.

To Mr. Walls—All official maps are not signed. We use maps that have not been signed as official maps. The sale of one lot on 3B map did not make that map the official map of the town of Granville, only so far as that lot was concerned. Presume the lot sold to Black is the one described as lot 40, block 17, on the map of Granville.

To Mr. Gannaway—The map marked 3B is marked "Official Map of Granville," but it was not recognized as such, as it was never signed by the head of the department; while map 3A is marked "Plan of the Town of Granville." In answer to applicants for reserved lands a form was printed in blank and filled in. Here is one of the forms:—

LANDS AND WORKS DEPARTMENT,
VICTORIA, B. C., , 188 .

SIR,—The Hon. the Chief Commissioner of Lands and Works desires me to inform you, in reply to your communication of , that the land which you therein make application to purchase is at present reserved from sale and cannot be dealt with in any manner, nor can the application referred to be deemed to confer any claim whatsoever to the land when the same shall be in the market.

I have the honour to be
Your obedient servant,

Surveyor-General.

Witness—Have searched for the papers asked for. Found no paper of the nature required from Mr. Corbould, but hand in the following paper from Drake & Jackson :—

The Honourable VICTORIA, B. C., 4th January, 1887.
Chief Commissioner of Lands and Works :

SIR,—We have the honour to forward a report relative to the lots claimed by persons in Granville, and we shall be glad if, on a perusal of the papers, you could let us know whether any, and which of them, are entitled to further consideration at the hands of the Company.

We have, &c.,
(Signed) DRAKE, JACKSON & HELMCKEN.

[ENCLOSURE.]

The following claims have been allowed :—

Jonathan Miller	Lot 13, Block 2
Joseph Mannion	„ 12, „ 2
Joseph Griffith	„ 5, „ 3
Wm. McBride	„ 6, „ 3
John Hill	„ 14, „ 3
John M. Stewart	„ 16, „ 3
Thomas Whipple	„ 3, „ 17
Simon Frazer	„ 4, „ 3

James Gillespie is an applicant for three lots, viz.: Lot 15, block 3 ; lot 11, block 5 ; and lot 10, block 5. It is considered that he is entitled to one lot, and as he actually made his home on lot 15, block 3, we lean to the granting of this, although his improvements on the other lots are of prior date. The matter has been therefore allowed to stand until he states which one of the lots he considers himself entitled to, as it is clear from the language of the Chief Commissioner (“Will sell to each locatee his respective lot at \$200”) that it was intended to grant one lot to each locatee. Isaac Hayden’s claim stands over for further investigation, Colin Ralston claiming the adjoining lot under practically the same improvements as those cited by Hayden, the house erected by Ralston for Hayden having been built (accidentally, I believe) on the line between the two lots. Reid’s and McPherson’s claims, not allowed, have been settled in a friendly way. McCrimmon’s is under consideration.

A. W. Sullivan, as executor for Philip Sullivan, lot 7, block 3, never resided on lot ; occupied it after Mr. Van Horne’s visit. Claims through Ralston, who sets up a claim for another lot on his own account.

C. C. Ralston resided with Hayden in a house built for Hayden. Consider that he is not a bona fide occupant, and that his improvements were not of a substantial nature, and were made in the interest of Hayden, and at his cost.

John Angus, lot 11, block 3, was not a bona fide occupant, not being a resident thereon.

Nelson Hjorth, lot 12, block 3, appears to have been employed to hold several claims. Evidence in claim of John Angus shows that he (Hjorth) was residing on lot claimed by Angus. Do not consider that he was a bona fide occupant.

A. King, lot 13, block 3, never resided on the lot. House claimed to have been erected in June, 1884, was not built, to my personal knowledge, until 1885. John McGregor, lot 8, block 4, built a shack on this lot for the purpose of shielding him while he was making shingles. Lot was not cleared, and very little done towards it. Do not consider his improvements of a substantial nature.

A. H. Byram was not a bona fide occupant. Did not erect a house or reside on lot, and did not make substantial improvements.

John Jacklin, lot 5, block 5, did not reside on lot. Did not erect a house. Did not make substantial improvements.

Philip Hughes, lots 4 and 5, block 5, only went into occupation on the 10th January, 1886.

A. C. Coldwell, lot 9, block 5, did not personally reside on lot.

James Orr, lots 12, 13, and 14, block 5, never resided on lots. Do not consider that he made substantial improvements.

Wm. Mashiter, lot 1, block 17, did not reside on lot. Did not make substantial improvements, those made by him being on the street.

A. E. McCartney, lot 2, block 17, did not reside on lot. Did not erect a house or make substantial improvements.

J. B. Henderson, lot 7, block 17, did not reside on lot. Do not consider that he has made substantial improvements.

Robert Elliott, lot 14, block 17, does not claim to have located on lot before 1st December, 1884.

H. G. Ouderkirk, lot 4, block 17, did not build or reside on lot before December, 1885.

Witness—I produce the counterfoil of the Crown grant to George Black of lot 40, block 17. The lot purports to be situated in the Town of Granville, and the description is: "Numbered lot 40, block 17, on the official plan or survey of the said Town of Granville." The words "official plan or survey" are in print. The lot referred to is on the extension map marked 3B, and not on the map marked 3A.

W. S. GORE.

Counterfoil of Crown Grant.

PROVINCE OF
BRITISH COLUMBIA,
No. 1246.

[QUEEN'S ARMS.]

W. S. GORE,
Surveyor-General.

WM. SMITHE,
Chief Commissioner of Lands and Works.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, and of the Colonies and Dependencies thereof in Europe, Asia, Africa, America, and Australasia, Queen, Defender of the Faith, &c.

To all to whom these presents shall come, GREETING:—

Know ye, that We do by these presents, for Us, Our heirs and successors, in consideration of the sum of one hundred dollars, to Us paid, give and grant unto George Black, his heirs and assigns, all that parcel or lot of land situate in the Town of Granville and numbered Lot Forty (40), Block 17, on the official plan or survey of the said Town of Granville, in the Province of British Columbia, to have and to hold the said parcel or lot of land and all and singular the premises hereby granted, with their appurtenances, unto the said George Black, his heirs and assigns, for ever.

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent, and the Great Seal of Our Province of British Columbia to be hereunto affixed: WITNESS, Our right trusty and well-beloved CLEMENT FRANCIS CORNWALL, Lieutenant-Governor of Our Province of British Columbia and its Dependencies, at Our Government House, in Our City of Victoria, this third day of May, in the year of Our Lord one thousand eight hundred and eighty-six, and in the forty-ninth year of Our Reign.

By Command.

NOTE.—This Crown Grant has been issued under authority of section 55 of the "Land Act of 1884," and is in lieu of Crown Grant No. 1147, dated 15th February, 1884, to which date this Crown Grant dates back.

(Signed) WM. SMITHE,
Chief Commissioner of Lands and Works.

MR. J. ORR, M. P. P., sworn—To Mr. Martin—I claim lots 12, 13 and 14, block 5, according to the old survey of the town of Granville, map 3A. Jas. Gillespie located lot 14 for me and had a small house built on it. Some clearing was done in March, 1884. The house was finished about the end of March. I went to the Government Office, New Westminster, on the 2nd of April, 1884, and applied to purchase lot 14, block 5. This is a copy of the certificate of application:—

This is to certify that on the 2nd April, 1884, application was made by Mr. James Orr for the purchase of lot 14, block 5, in the town of Granville.

(Signed) C. WARWICK,
Government Agent.

New Westminster, February 17th, 1887.

Chas. Warwick, the Government Agent, told me they were not in the market. I got him to make a pencil memorandum in his book of the date of my application. I visited Granville a short time afterwards and found there were two other lots adjoining this that were vacant. On the 2nd of June, 1884, I applied again to Mr. Warwick to purchase lots 12 and 13, block 5, and lots 1, 2 and 3, block 1. This is a copy of the certificate of application:—

This is to certify that on the 2nd June, 1884, application was made by Mr. James Orr for the purchase of the undermentioned lots in the town of Granville, viz., block 1, lots 1, 2 and 3; block 5, lots 12 and 13.

(Signed) C. WARWICK,
Government Agent.

New Westminster, February 17, 1887.

He made a pencil memorandum of my application for each of these five lots in the book of registry. Gillespie told me after I returned to New Westminster that he had rented the house to some man working over there. I don't know his name. I think the rent mentioned was \$3 or \$4 per month. I told him if he was a working man I would not charge him any rent for living in the house. I don't know how long he occupied it, as I did not go over to Granville for some time after. The key was to be left at Mannion's if the man went out of the house. When I went over again to Granville after the key, they told me it had not been left there; there was another man occupying the house. I saw Gillespie and told him to let the man remain in the house till I went over again. I went over again to Granville before the meeting of the Legislature, as I was requested by some of the squatters to look after their interests in any arrangement that might be made between the Provincial Government and the C. P. R. Co. for the extension of the railway from Port Moody to English Bay. I got a list of the claimants from the constable, Jonathan Miller, as near as he could give it to me; there were some more that he said he did not know the names of besides the list that he gave me. I got also an approximate estimate from him of the amount of improvements on each lot, which amounted to something over \$3,000 in the aggregate. I think that there were some twelve or fourteen names included. When I came down to Victoria I gave the list to Mr. Smithe, Chief Commissioner of Lands and Works. The list included the three lots that I claimed. Mr. Beatty came out here about the time I gave Mr. Smithe the list, for the purpose of arranging the terms on which the C. P. R. Co. were to extend the line from Port Moody to English Bay. I asked Mr. Smithe in any agreement he came to with Mr. Beatty regarding the lots at Granville, to protect their claims. I had a number of interviews with Mr. Smithe. He asked me what I thought would be fair. I told him that I thought all parties who made application to purchase their lots prior to the commencement of the negotiations with Van Horne in August, should have the right to purchase their lots at \$200 per lot. He told me he would submit my proposition to Mr. Beatty, and asked me how many lots I thought there would be. I told him I was not sure, but I did not think they would exceed 18 in number altogether. I saw Mr. Smithe again in a day or two, and he told me Mr. Beatty thought that \$200 was too little, that \$250 was nearer what the value ought to be. I told him that I thought it was too much for the squatters to pay. Mr. Smithe told me that Mr. Beatty had finally agreed to my first proposition. I then urged on Mr. Smithe to ascertain those who had applied for lots prior to August, 1884, and issue Crown grants to them at \$200 a lot. I saw him again after he had had an interview with Mr. Beatty, and urged him again to ascertain who were entitled to them, and issue Crown grants. He said it would look like want of faith in the Company, as Mr. Beatty had assured him that the Company would deal justly with all those who had made their applications. I told him that I had no faith in corporations acting justly, unless they could be compelled to do so. That

was the last conversation I had with Mr. Smithe about the matter. Some time in the following year, 1885, I made an agreement with John Patterson to grub the roots up, cut the timber down, burn it, and level the lots. I was to pay him \$100 a piece for lots 12, 13 and 14, block 5. I found there was likely to be a difficulty in getting a title from the Company under the arrangement that was made with the Government, as the conditions had been changed from what I was led to understand from Mr. Smithe. On account of this, I countermanded the order to Patterson. Early in 1886 I received the following letter from Mr. Abbott, in reply to a letter from me asking him when the lots were to be arranged and to whom the money would be paid:—

THE CANADIAN PACIFIC RAILWAY COMPANY, PACIFIC DIVISION,
OFFICE OF THE GENERAL SUPERINTENDENT,
GRANVILLE, B. C., February 25th, 1886.

Jas. Orr, Esq., M.P.P.,
Victoria, B. C.

DEAR SIR,—I have to acknowledge receipt of yours of the 23rd instant, referring to lots which you claim in the townsite of Granville.

I regret very much that I have not yet been able to take up this question, owing to being extremely busy in connection with the letting of the work; and I am obliged to go up the line on Tuesday next, so that I fear I shall not be able to make the necessary investigation until I return, which will be in the following week.

When the matter is decided the price of any lots you may be entitled to will be payable to me.

Yours truly,
(Signed) H. ABBOTT,
General Superintendent.

On August 6th, 1886, I instructed Mr. C. Wilson, Barrister, to write Mr. Abbott the following letter, as I had heard they were about to sell a portion of one of the lots:—

VICTORIA, B. C., 6th August, 1886.

H. Abbott, Esq.

DEAR SIR,—I am instructed by Mr. James Orr to inform the Canadian Pacific Railway Company, through you, that he claims lots 12, 13 and 14, block 5, townsite of Granville, and to warn you against making any disposition of said lots other than to Mr. Orr, in accordance with the terms of the agreement entered into with the Government of British Columbia by Mr. Beatty, on behalf of the Company, and ratified by Mr. Van Horne.

Yours truly,
(Signed) CHARLES WILSON.

On the 6th November, 1886, I went up to Vancouver from Victoria with J. P. Walls, barrister, and made a tender of \$600 in gold coin, through him, to Mr. Abbott and Mr. Hamilton for lots 12, 13 and 14, block 5, town of Granville, in accordance with terms of agreement between C. P. R. Co. and the Government of British Columbia. They refused the money, but said the tender was good. The tender to Mr. Hamilton was made in my presence; he acknowledged it was good. I caused a writ to be issued on the 8th day of November, 1886, and registered a *lis pendens* on the same day against the said lots. On the 18th of June, 1887, I found some of the Company's employes digging post-holes around the lots. I asked them who ordered them to do it, and they said they were doing it for the Railway Company. I got Mr. Boulton, attorney, to write to Mr. Hamilton, Assistant Land Commissioner to the C. P. R., forbidding the C. P. R. Co. to trespass on the lots. The letter is as follows:—

L. A. Hamilton, Esq.,
Assistant Land Commissioner, C. P. R.,
Vancouver:

VANCOUVER, June 18th, 1887.

DEAR SIR,—I am instructed by Mr. James Orr to inform you that he claims the ownership of lots 12, 13, and 14, block 5, old Granville townsite, and forbids the Railway Company, their servants or agents, from trespassing on the same, or any part thereof, or fencing or enclosing the same in any way.

Yours truly,
(Signed) JOHN BOULTBEE.

I bought some lumber from the mill, hired men, and fenced the three lots the same day, being the 18th of June, 1887. On the 23d of June I left for Victoria, about 2.30 o'clock. I passed the fence about 1.30. It was up then and no one interfering with it, and no lumber near the place. When I arrived in Victoria, about 9 o'clock that night, I found a telegram awaiting me saying that the C. P. R. Co. had torn down my fence and were putting another one up in its place. When I left Vancouver for Victoria, Mr. Abbott was standing on the wharf. My fence was built of 3 by 3 scantling driven into the ground for posts, and 1 by 4 boards as runners. The fence was only put there to mark the boundaries of my lots, and not for the purpose of any permanent work.

To Mr. Walls—I did not return to Vancouver for ten or twelve days, as I was detained in Victoria on business. When I returned I found they had thrown my lumber out into the street, with the exception of the corner posts on the west side of lot 12, which they used to nail their boards to, and they are there yet. These posts I drove into the ground myself, with a sledge. There was no house erected by me on any of my lots after the fire. There was no house run up at night within my enclosure, nor was the fence put up at night. I have seen some of the Company's officials walk past the fence before I left for Victoria, and that not on the last day. They must have seen it if they were not very blind. The names of some of the claimants on the list I gave to Mr. Smithe are as follows:—McBride, Griffith, Gillespie, Coldwell, Orr, Mannion, Miller, McCrimmon, S. Fraser, Sullivan, Stewart, McCartney, and, I think, Ralston. Miller promised to send me a correct list of all the squatters, with an estimate of the value of their improvements, which he failed to do.

To Mr. Gannaway—Reside sometimes at Vancouver and sometimes at New Westminster. Am not a married man. Have never lived on the lots I claimed. Was too lame to get to them very often. Told Gillespie and Mannion to allow anyone to occupy my house. The house was so near the line between 13 and 14 that I cannot say it was all on 14; most of it was on 14. There was very little clearing on 12 and 13, but on 14 a great deal of timber had been cut. None of the C. P. R. officials were present when I had the interview with Mr. Smithe. Did not speak to Beatty about the lots because I thought Smithe would arrange about them. I made an error in the declaration first put in. I stated I had applied for lots, 12, 13, and 14, block 5, on the 2nd April, 1884, whereas I had only applied for lot 14 on that day. I applied for 12 and 13 on June 2nd, same year. With the first declaration I also sent affidavits of parties who had done work on the lots, and receipts for their payment. These papers were burned at the fire. The arrangements I made with Smithe were that all who had made application for the purchase of lots,—not prior to Mr. Van Horne's visit, but prior to the reserve of 1886,—should have their lots at \$200 a piece—an advance of 100 per cent. on the upset price at which they were put up at auction. To my surprise, when the papers came down to the House, I found that these arrangements had been changed by stipulating that claimants should have occupied and made substantial improvements on the lots prior to August 4th, 1884.

JAMES ORR.

Committee adjourned until 10 A. M. Monday.

G. B. MARTIN,
Chairman.

NINETEENTH SITTING.

Committee met at 10:30 A. M., March 12th, 1888.

Present—Messrs. Martin (in the chair), Higgins, McLeese, and Semlin.

F. G. RICHARDS, JR., sworn—To Mr. Walls—I was draughtsman in the Land Office, Victoria, for 15 years. Map 3B appears to be a correct tracing of a map made by me about 1877. This was recognized as the official map of the town of Granville. There were lots of grants issued after this map was made. Map marked 3B was used in disposing of lots on Granville townsite after it was made. I was in the office at the time of the correspondence between Beatty and Smithe. I carried on the principal part of the correspondence with Beatty. Had frequent conversations with Smithe as to settlers' claims. The agreement was that all parties who had located bona fide on lots at Granville prior to Mr. Van Horne's first visit were to have their lots. Smithe said that all parties who had entered on the land and made

substantial improvements thereon were to have their lots. He said it did not make any difference what the nature of the improvements might be so long as they were substantial and the settlement was bona fide. He added that the Chief Commissioner was to decide as to the validity of the claims. Improvements did not necessarily mean building a house. Clearing was considered an improvement.

To the Chairman—Know of no correspondence between the late Chief Commissioner and Hamilton with regard to what was to be considered as bona fide improvements. Think the lands as far down as Howe Sound were reserved for railway purposes about 1874. That reserve included the townsite of Granville. Only lands at Granville were sold by the Government to which titles had been acquired before. It was a matter of doubt whether the reserve for railway covered the townsites or not.

To Mr. Semlin—The reserve on the lands west of the North Road was lifted May 10th, 1884, so that the public lands at New Westminster City reverted to the Crown if affected by that notice.

To the Chairman—There was an auction sale of Government lands at Hastings after the reserve of 1874 was lifted. (Government Gazette produced, and notice placing a reserve on lands situated to the west of the North Road and the North Arm of Burrard Inlet, and lying between the North Arm of the Fraser River and a line drawn due east and west, distant five miles north of Point Roche, dated 7th August, 1884, was here read). On May 2nd, 1884, a notice reserving Crown lands lying to the west of Port Moody, in New Westminster District, from "purchase "or pre-emption, and all persons are warned against squatting upon or otherwise dealing with "the same." (The original of tracing marked 3B was here produced.) This was recognized at the office as the official map of Granville after it was compiled, and was used as such. If this map had not been used the circles indicating full or part payment would not be on it. The small map (3A) was discarded altogether after this map was made.

To Mr. Higgins—To make a map official it does not require to be signed by the Chief Commissioner. If every map used in the Department required to be signed by the Chief Commissioner there would not be many official maps there. The use of a map by the Department makes it official. My instructions were to make an official map of the townsite of Granville. Any map made in the office, and the property of the office, is an official map. In all Crown grants you will find the tracing refers to the official map, and then if you turn up the official map you will find it is not signed by the Chief Commissioner. Do not think there are a half-dozen maps in the office signed by the Chief Commissioner. In early days Colonel Moody used to sign them.

To Mr. Walls—In the negotiations with Beatty it was arranged that the lines of the map (3A) of the old townsite of Granville should not be altered, as there had been so many lots sold there. Both 3A and 3B maps were used in the negotiations. It was also understood that if any change was made in the lines of 3B, parties who had located there should have equally good lots in the new survey. It was on that understanding the arrangement was made that a change was to be allowed.

To Mr. Gannaway—There were many applications made to purchase lands on Granville townsite and elsewhere several years prior to 1884, and the parties were told that their claims would be considered after the lands came into market; that the Department was not in a position to deal with the lands then. The contention was that the railway having been built only to Port Moody, the Dominion Government were entitled only to lands that far.

To Mr. McIeece—I saw all the correspondence between Beatty and Smithe. The understanding was that all parties who went on the lots prior to Van Horne's first visit were to have their lots at \$200 each. It was thought there were twelve or thirteen parties who would be entitled to lots at that rate. Remember seeing a list of parties who claimed lots in the townsite of Granville.

To Mr. Higgins—Am positive that the Chief Commissioner claimed that the Government had the sole right to say who were or who were not bona fide settlers on the land. As far as I know, the Company never had any authority that constituted them "sole judges" as to who were or who were not entitled to lots. In his letter to Mr. Abbott, October 12th, 1886, Mr. Smithe clearly shows that he claims the right to decide in this matter. If the Company had sole authority it must have been verbal. Had conversations with Smithe as to the assumption of power by the Company to say who were bona fide settlers. He said the land was being deeded by the Government, and the Government should say who were or who were not bona fide settlers or squatters. The terms settlers and squatters used in the correspondence

were synonymous. The notice of May 2nd, 1884, is merely a warning to all parties that the land is under reserve. Notice of May 10th, 1884, lifting the reserve from certain lands affected Granville and Hastings townsites if they had been previously reserved for railway purposes. There is no notice in the Gazette between the 10th May and the 7th August, 1884, placing a reserve on the Granville townsite, but on the 7th August a notice appeared of a reserve which covered that townsite. The notice of May 2nd, 1884 (page 198, Government Gazette, 1884), is cancelled by the notice of May 10th, 1884 (page 204, Government Gazette, 1884).

To Mr. McLeese—After the notice of May 10th, applications to purchase the lands affected by the notice would be filed. A preference was always given to bona fide settlers in considering applications. The contention of the Department was that the reserve of 1874 did not include the townsites. Think Mr. Trutch applied for some lots in the townsite of Yale for the Dominion Government.

To Mr. Mealin—After the notice of August 7th the Crown lands in New Westminster City were dealt with by the Government. The Legislature by an Act, 18th February, 1884, dealt with the Government reserves at New Westminster City.

To the Chairman—Three months' notice of lifting a reserve is given for the purpose of giving parties who have gone on the lands an opportunity to prove their claims by filing statements thereof. The object of the three months' notice is to protect actual occupiers or previous applicants from others who might try to get the lands ahead of them. Townsites are put up at auction, and if not sold are open for sale to any party at an upset price, unless there is an Order in Council to the contrary.

To Mr. Gannaway—The notice of the reserve of the 10th May, 1884, was intended to inform parties interested that they had three months in which they might put in their claims for the lands. The lands are not open for sale for three months to other than actual settlers. I don't think another Proclamation reserving the lands would have effect until the expiration of the three months. Think that settlers or squatters on the Granville lands who applied during the three months had a right to purchase their lands. There were numerous applications for lands at Granville, and the understanding was that all persons who had settled bona fide on the lands should be entitled to them at \$200 a lot. Never heard Mr. Smithe say in the presence of any C. P. R. official that he claimed the right to decide who should be entitled to their land. I asked Mr. Smithe who would decide who were or were not bona fide settlers, and he answered the Department, meaning himself. I left the Department in August, 1886. The notice of the 10th May was the first notice lifting the reserve of 1874, known as the railway reserve.

To Mr. Walls—Between the 10th of May and 7th of August, 1884, all applications to purchase would be placed on file. The object of giving three months' notice of lifting a reserve is to give squatters an opportunity to prove their claims.

To Mr. Higgins—Do not know whether the evidence asked for by Mr. Smithe in his letter of October 12th, 1886, to Mr. Abbott was ever furnished. The acreage granted to the Company (Crown grant No. 18) was 5,795, "more or less." By "more or less" is meant that whatever acreage is confined between the boundaries of a lot as surveyed goes with the grant. The acreage of the original townsite (3A) of Granville is not included in Crown grant No. 91. The lots conveyed thereby are specified by numbers. The acreage (480), more or less, described as lot 541, group 1, in Crown grant 91, covers the townsite of Granville outside of the original (3A) townsite.

To the Chairman—Before issuing the Crown grants the Government adopted as official a survey made by Mr. Hamilton, the Company's surveyor. I plotted it from Mr. Hamilton's field-notes.

To Mr. Higgins—If a Crown grant is issued in error, the Government have a right to cancel it. If boundaries are described, and it is ascertained subsequently that there are within those boundaries say 100 or 500 acres more than the grant called for, the Government can cancel the grant under the Act. Much would depend on the value of the land covered by the grant.

To Mr. Gannaway—In making surveys the area between exterior lines is calculated. The land is treated as a level. No estimate is made of hills or hollows.

To the Chairman—Do not know whether lot 541 was ever reserved. It was originally surveyed by the Royal Engineers. The lot number was only adopted when the grant to the Company was made.

F. G. RICHARDS, JR.

The Committee then adjourned till 10:30 A. M. on Wednesday, March 14th, 1888.

 TWENTIETH SITTING.

Committee met at 10:30 A. M., Wednesday, March 14th, 1888.

Present—Messrs. Higgins (in the chair), McLeese, Semlin and John.

To Mr. Higgins—Mr. Gannaway, solicitor for the C. P. R. Co., stated that the solicitors for the Company received a letter from Mr. Abbott this morning, saying that he could not come down this week, and that the entire matter of the squatters' claims was left entirely in the hands of Mr. Hamilton, and that he could give them no information, but that if the Committee insisted on his coming he would try to get down the early part of next week.

MR. J. GILLESPIE, sworn—To Mr. Higgins—About March, 1884, I erected a house for Mr. Orr on lot 13 or 14, block 5, map 3A. I was on Orr's lots back and forward all the time. I paid Hjorth part of the money for building house on Orr's lot and for work done, and told him he would have to look to Orr for the balance of the payment. There was a good deal of timber cut on Orr's lots in 1885, 1886. I do not know if it was cut down by Mr. Orr or whether by men for their own use. I would say that the house must have been built, if not on lot 13, on the westerly part of lot 14, and there was clearing done on both lots. The house might have been built across the line, as it was all a forest and you could not see a stake. There was considerable guesswork in locating a lot. I am sure it was on lot 13 or 14 that I put up the house. I never knew that the house I ordered Hjorth to put up was on the westerly part of lot 14. If it was on the westerly side of the lot 14, there was considerable clearing done on both lots. Lot 12—I don't know anything about this lot, except that it was claimed by Mr. Orr, and that there was timber cut down on it, but don't know if it was cut down by Mr. Orr. There were trees cut down at the time that the houses were built. I know this lot was lot 12, because I claimed the adjoining lot 11. I knew lot 11 because I located it on the wrong block first, being block 4. The mistake was afterwards rectified at the Land Office here, and I now find that the rectification is correct, and that the lines as I located them are approximately correct.

To Mr. Gannaway—There were a number of buildings put up in February and March, 1884. The lumber for building these houses had to be rafted at the mill, and there had to be a trail cut to get it up to the lots. I think the trail cut by Hjorth was cut through lot 12. I don't think there was any clearing on lot 12 in February, 1884. In April, 1884, there was some chopping done on lot 12, but I don't know who it was done by.

J. H. GILLESPIE.

MR. J. ORR, recalled—Referring to the Journals of the House, page 26, 22nd February, 1887, I asked a number of questions to the Chief Commissioner of Lands and Works respecting the townsite of Granville, and received the following reply from Hon. Mr. Davie:—

“Lots in the townsite of Granville were offered for sale at auction on the 11th day of April, 1870, in accordance with a notice published in the British Columbia Gazette.

“There do not appear to have been any written instructions to the Government Agent.

“The lots were offered at an upset price of \$75 and \$100.

“The lots remained open to sale at \$100 each—terms, half cash, and balance in two years, until the reservation for railway purposes was placed upon the land on 3rd August, 1878, notice of which was duly published.”

It is my opinion that surveyed townsites existing at that time were not affected by the railway reserve of 3rd August, 1878, and the Province had full power to deal with them.

JAMES ORR.

H. V. EDMONDS, recalled—Having heard the evidence given by Mr. Orr with reference to surveyed townsites not being affected by railway reserves, on behalf of J. A. Webster and myself I wish to say that we agree with Mr. Orr's view, and claim that the lots we applied for on the 12th May, 1884, were on that day open to sale and purchase to whoever applied and tendered payment therefor.

It was moved by Mr. McLeese, and seconded by Mr. Semlin, that document marked AG be inserted. The motion was unanimously carried.

Mr. Gannaway objected to its insertion in the evidence on the following grounds, viz.:—It is not proved that it is a correct copy or extract of the original. That the whereabouts of the original is not accounted for. It is not proved that the original, or a copy, was exhibited to the Company.

Extract from Joint Declaration (marked AG).

We, A. W. Sullivan, Thomas Whipple and Nelson Hjorth, all of the City of Vancouver, B. C., do solemnly declare:—

1. That on or about the 1st day of March, 1884, A. D., one John McGregor, of said City of Vancouver (merchant), did bona fide locate lot 8, block 4, in Granville townsite, by entering into possession of said lot and proceeding to clear same up and erecting a house thereon;

2nd. That in the months of March and April, 1884, the said John McGregor expended in improvements on said lot, to the best of our belief, at least the sum of one hundred and fifty dollars, such improvements consisting of clearing and underbrushing said lot, and in erecting a house thereon;

And we severally make this solemn declaration, conscientiously believing the same to be true, and by virtue of the Act passed in the thirty-seventh year of Her Majesty's Reign, entitled "An Act for the suppression of Voluntary and Extra-Judicial Oaths."

(Signed) ARTHUR W. SULLIVAN,
 " THOS. WHIPPLE,
 " N. HJORTH.

Declared before me at the City of Vancouver,
 in the District of New Westminster, this seventh
 day of October, 1886, A.D. }
 (Signed) JOHN BOULTBEE,
Police Magistrate, City of Vancouver. }

The Committee then adjourned till Monday, March 19th, at 10:30 A. M.

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 TWENTY-FIRST SITTING.
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Committee met at 10:30 A. M., March 19th, 1888.

Present—Messrs. Martin (in the chair), Semlin, McLeese, Higgins, and John.

A report was fully considered.

Committee then adjourned till Tuesday, March 20th, at 10:30 A. M.

—————
 TWENTY-SECOND SITTING.
 —————

Committee met at 10.30 A. M., March 20th, 1888.

Present—Messrs. Martin (in the Chair), Higgins, John, Semlin, and McLeese.

HON. JOHN ROBSON—Wrote letter (page xiii. in these minutes) to Sullivan. Of course you understand that neither I nor the Government took the position of stating that any certain claims were good, but I and Mr. Smithe had certain claims in our minds which we considered good—about a dozen, I think. This Sullivan's claim was one of them. McGregor's was another. I understood recently that they have not given Sullivan his lot. A number made known their cases to us, and we judged of about a dozen. The Granville townsite was not in the market, but a lot of people there went on to lots and lived on them because they required them to use them. It seemed a great hardship that people who acted in this manner could not get their lots at something like their value before the railway boom. All that was done was to establish the basis on which their claim was to rest, which would be necessary and bona fide occupation of the land before Van Horne's first visit. A man who built a cabin and put a tenant on the

lot would be only a speculator. The idea of the Government was that a man should use his claim, otherwise he would not be entitled to the lot. We should not recognize the claim of a man who had a tenant; an agent we might. I know of no arrangement by which there was a power vested in the Government, or any other power, to arbitrate their claims. The area of land obtained was in the neighbourhood of 6,000 acres, but it is set out in the agreement. The new reserve was put on before the old reserve was lifted. They had no more right to purchase during the period during which the notice lifting the reserve was published than they had before or afterwards. I don't think that a squatter tendering payment for his claim at New Westminster would at all strengthen or weaken his case, as he had no legal right to purchase, and had not legal possession. I spoke to Mr. Smithe *re* Sullivan's claim. In my letter to Sullivan I mean that the Government would look into the matter. In that unfortunately loose agreement made between the Government and the C. P. R. there were certain claimants in view, and it was intended as a basis on which the Company would give them their lots at \$200 apiece. My letter *re* Sullivan's claim was not written from what I knew from evidence, but from what I heard from them, supposing that their representations were correct. I presume the Company have a right to claim to be the sole judges under the agreement. I do not think that Mr. Smithe could claim the right to be the judge, as he was not, to my knowledge, given that power. I presume that Mr. Smithe acted as a friend of the claimants. Mr. Smithe and I discussed what should be the price named for the lots, and decided that \$200 would be a fair price, and the Company agreed to same.

JNO. ROBSON.

MR. J. ORR, recalled—To Mr. Semlin—Part of the work done on lot 13 was intended to be done on lot 14. When I supposed that part of the house and the clearing was done on lot 13, which I intended to put on lot 14, I applied to the Government Office at New Westminster to purchase lots 12 and 13. I applied for lot 12, because it was vacant. A good deal of timber had been cut down on lot 12, and a road cut through it for the purpose of carrying lumber to build houses further back, but there was no work done on it by me.

JAMES ORR.

PROPOSED AGREEMENT BETWEEN THE GOVERNMENT OF B. C. AND THE CANADIAN PACIFIC RAILWAY CO.

THIS AGREEMENT made the _____ day of _____, A.D. 1885, Between Her Majesty Queen Victoria, represented by the Honourable the Chief Commissioner of Lands and Works of the Province of British Columbia, of the one part, and the Canadian Pacific Railway Company, hereinafter referred to as the said Company, of the other part.

Whereas the Government of the Dominion of Canada have declared and adopted Port Moody as the Western Terminus of the Canadian Pacific Railway.

And whereas it is in the interest of the Province of British Columbia, and of the Company, that the Main Line should be extended westerly from Port Moody to English Bay and Coal Harbour, and that the terminus of the said Railway should be at Coal Harbour and English Bay, and that terminal workshops and docks should be erected there.

And whereas negotiations relating to such extension have for some time been pending between the said Chief Commissioner and the said Company, which have resulted in the agreement hereinafter contained:

NOW THIS AGREEMENT WITNESSETH that for the considerations hereinafter expressed the said Company hereby covenant and agree with Her Majesty, Her heirs and successors, in manner following, that is to say—

1. The said Company shall extend the main line of the Canadian Pacific Railway to Coal Harbour and English Bay, and shall forever hereafter maintain and equip such extension as part of the main line of the Canadian Pacific Railway, and operate it accordingly.

2. Such extension shall be fully and completely made on or before the _____ day of _____, 1886.

3. The terminus of the Canadian Pacific Railway shall be established in the immediate vicinity of Coal Harbour and English Bay, and upon land which is to be granted in pursuance of this agreement.

4. The Company shall erect and maintain the terminal workshops and the other terminal structures, works, docks, and equipments as are proper and suitable for the western terminus of the Canadian Pacific Railway in the immediate vicinity of Coal Harbour and English Bay, and such workshops, structures, works, docks and equipments shall be commenced forthwith, and prosecuted to completion with reasonable diligence, and so as to provide facilities for the opening of traffic on the through line by the early summer of 1886.

5. The survey of the line of extension shall be undertaken at once, and prosecuted by the Company without delay, and the Company shall also proceed forthwith to survey the land hereby agreed to be granted, and complete the survey with dispatch, and furnish the Chief Commissioner with a plan of the survey and the field-notes, and such survey shall be made by a Surveyor approved of by the Chief Commissioner.

6. In consideration of the premises, Her Majesty agrees to grant to such persons as the Company may appoint, in trust for the Company, the lands in the District of New Westminster delineated on the map or plan hereunto annexed by the colour pink, and containing by estimation six thousand acres, save and except as is hereinafter mentioned.

7. There shall be excepted out of such grant two and one-half acres of the land at Granville, and two and one-half acres of the land on the south side of False Creek, both plots to be selected by the Chief Commissioner at any time not later than two months after the survey aforesaid shall have been completed, and the map or plan and the field-notes delivered to the Chief Commissioner.

8. The grant shall, as to the land on the south side of False Creek, be subject for its unexpired term to a lease dated the 30th day of November, A. D. 1865, and entered into between the Honourable Joseph William Trutch, acting on behalf of Her Majesty's Government, and the British Columbia and Vancouver Island Spar, Lumber and Saw-Mill Company, Limited, and also to an agreement intended to be entered into by the said Chief Commissioner for the renewal of such lease, the terms of which are embodied in a letter written by the said Chief Commissioner to Richard Alexander, Esquire, J. P., Manager of the Hastings Saw-Mill Company, and dated the 28th day of July, A.D. 1884.

9. The grant shall, also, be subject to such rights, if any, as may legally exist in favour of third parties.

10. The grant shall be made upon the Company entering into a Bond to Her Majesty, with three sureties to be approved of by the Chief Commissioner of Lands and Works, in the sum of two hundred and fifty thousand dollars at least, conditioned for the due performance by the Company of all and singular the terms and conditions herein contained and by the Company agreed to be observed and performed.

11. And it is agreed that as to the mode of operating the said extended line, and as to tolls, fares, and freights, the extension shall be considered as an original portion of the Canadian Pacific Railway.

12. And it is lastly agreed that, upon the Government of British Columbia undertaking to pay the Company the sum of \$37,500, and upon the Corporation of the City of New Westminster securing payment to the Company of the further sum of \$37,500 and providing a right of way and depot grounds, the Company shall, during the year 1886, construct a branch line of Railway connecting the City of New Westminster with the Canadian Pacific Railway, and shall thereafter operate and maintain the same.

13. This agreement shall be provisionally executed by _____ Beatty, on behalf of the Company, and shall within _____ days from the date hereof, be properly executed by the Company, otherwise it shall not be binding upon Her Majesty, and upon its execution by the Company it shall be transmitted to the said Chief Commissioner.

Moved and carried that the Committee adjourn and meet on Thursday, 22nd March, 1888, at 10:30 A.M.

TWENTY-THIRD SITTING.

Committee met at 10:30 A. M., March 22nd, 1888.

Present—Messrs. John (in the Chair), Semlin, Higgins, and McLeese.

MR. J. ORR, recalled—I had work done on lot 13 prior to Van Horne's first visit and paid for it, and made substantial improvements in the shape of clearing on said lot. I expended in clearing and building on lots 13 and 14, block 5, a sum exceeding \$200.

JAMES ORR.

The Committee then adjourned.