

EVIDENCE

Taken by the Select Committee appointed to enquire into the claims of Settlers on Lands proposed to be transferred by the Provincial Government to the Canadian Pacific Railway Syndicate.

FRIDAY, 23RD JANUARY, 1885.

Meeting of Committee held in the Legislative Library, on Friday, 23rd of January, 1885, by order of the House.

On motion Mr. Wilson took the Chair, and Mr. McTavish assumed the duties of Secretary.

The Committee was called to consider into the claims of settlers on the lands proposed to be transferred by the Provincial Government to the Canadian Pacific Railway Syndicate.

Moved by Mr. Dunsmuir, and seconded by Mr. Cunningham, that the services of a short-hand reporter be procured to take down the proceedings of the Committee. Carried.

Moved by Mr. Helgesen, and seconded by Mr. Dunsmuir, that evidence given before this Committee be taken under oath. Carried.

Moved by Mr. Semlin, and seconded by Mr. McTavish, that a notice be published in the daily papers that a meeting of this Committee be held at 7 P. M. on Monday, 26th January. Carried.

Moved by Mr. Dunsmuir, and seconded by Mr. Semlin, that the notice referred to in the previous resolution be published in the following form, viz.: "A meeting of the Select Committee appointed to enquire into the claims of the Settlers on the Lands proposed to be transferred by the Provincial Government to the Canadian Pacific Railway Syndicate will be held in the Library of the Legislative Assembly, at 7 P. M. on Monday, the 26th instant, for the purpose of taking evidence." Carried.

Moved and seconded that the Committee do now adjourn. Carried.

On re-assembling the Committee proceeded to re-consider the previous resolutions.

Resolved, that the Committee submit a report to the House asking for leave to insert the advertisements in the newspapers, and to employ a short-hand reporter. Carried.

Moved and seconded that the Committee adjourn until Monday, 26th, at 7 P. M. Carried.

G. C. McTAVISH,
Secretary.

CHARLES WILSON,
Chairman.

MEETING OF COMMITTEE, MONDAY, 26TH JANUARY, 1885.

Present, Messrs. Wilson, Helgesen, Dunsmuir, Semlin, Cunningham and McTavish.

Moved by Mr. Helgesen, that the minutes of last meeting be adopted as read. Carried.

HON. MR. SMITHE examined, under oath.

To Chairman,—The claims that have come before me, as Chief Commissioner, are on file in the Land Office. Part of the land is within the Hastings Saw-Mill Company's lease, and part in Granville, and though all have been rejected, they have been rejected on different grounds.

I produce a list marked "A;" they are supposed to be squatters' claims. The list is complete, as far as we know in the Office. I produce letter from Mr. Bole respecting pre-emption claims 1,003, 1,004, 1,009, 1,031, and 1,216, dated 15th July, 1884; reply dated 19th July, 1884:—

"The Hon. Wm. Smithe,
"Chief Commissioner of Lands and Works,
"Victoria, B. C.

"NEW WESTMINSTER, B. C.,
"15th July, 1884.

"SIR,—On the 23rd June, 1884, acting on behalf of Sprott, Mackie, McPhaden and others, I tendered the purchase money for those lots comprised in Pre-emption 1,009, 1,003, 1,004, 1,216, 1,031, to Mr. Warwick, the Government Agent here, on behalf of the present occupiers, but he refused to take it; and to-day he informs me he did not inform you of the matter at all. This land was originally in the Hastings Saw-Mill Company's reserve, but was, with their written permission, taken up by certain Pre-emptors, and the

Company never resumed possession thereof, while my clients have done so, and occupied it for a long time, and claim to be entitled to purchase same. If you require any further information on the point I shall be glad to give it; but I think I am not unreasonable in expecting a decision of some kind from your department on a matter of such importance.

I am, &c.,
(Signed) "W. NORMAN BOLE."

"VICTORIA, B.C.,
"July 19th, 1884.

"SIR,—I am directed by the Hon. Chief Commissioner to acknowledge the receipt of your letter of the 15th instant, and in reply to inform you that the Pre-emptions referred to in your letter stand as follows:—

"No. 1,003, Samuel Preston } Have reason to believe that both left the country for several years, and
"No. 1,009, James Bone } cannot make the requisite declaration of continuous occupation.

"No. 1,004, R. Preston—Abandoned December 3rd, 1875.

"No. 1,031, J. L. Lockhart—Protest entered against same, and record not allowed. Lockhart several years deceased.

"No. 1,216, W. Mackie—Surveyed as Lot 472, Group I., and Crown Grant issued to G. E. Corbould

"I remain, &c.,
(Signed) "F. G. RICHARDS, JR.,
"Draughtsman.

"W. N. Bole, Esq.,
"New Westminster."

Mackie's claim is for land for which a Crown Grant has already issued. From July to this time no further claim preferred by Mr. Bole on behalf of these persons, and until the House met nothing had been heard about them, and even now nothing further is known about them in the Department.

Lockhart's claim was cancelled in 1875, before his death, by Mr. Beaven, then Chief Commissioner of Lands and Works, at the request of Captain Raymur, on the ground of non-compliance with terms of occupation, and no claim was preferred by his representatives.

By MR. SEMLIN—Has the land, or any part of it, that was transferred by the Provincial Government to the Federal Government by the Act of 1880, ever been re-conveyed by the Dominion to the Province? *Ans.*—The land was only conditionally conveyed, the condition being that the railway should extend to English Bay. The Dominion Government having announced that they had terminated the railway at Port Moody, the Act of 1880 ceased to have any effect so far as the lands west of Port Moody were concerned.

By MR. HELGESEN—Were you aware of these claims when you negotiated to give the land to the Railway Syndicate for railway purposes? *Ans.*—Only so far as Mr. Bole's letter, already submitted to the Committee, gave information.

Do you not consider the land west of Port Moody released by the Act of 1880 when above point became the terminus? *Ans.*—I do, by the Dominion Government declaring Port Moody the terminus.

When was Port Moody first declared the terminus by the Dominion Government? *Ans.*—I do not remember the exact date.

By MR. DUNSMUIR—Was it by Order in Council? *Ans.*—I can't answer that question.

By MR. HELGESEN—How long has the Hastings Saw-Mill Company occupied their leased land? *Ans.*—Nineteen years.

Are you aware what amount of timber had been cut off the land in that time? *Ans.*—Without a survey it would be difficult to determine the amount cut or the amount that remains to be cut. The evidence upon the point that I have taken has been rather conflicting.

By MR. CUNNINGHAM—How long has the lease to run? *Ans.*—Two years, approximately.

By MR. HELGESEN—Did you, as Chief Commissioner, ever try to get the Hastings Saw-Mill Company to return the land to the Province that they have denuded of their timber? *Ans.*—I have discussed the question with the manager of the Company with that object in view.

By MR. DUNSMUIR—Have any persons enquired of you personally as to whether they could acquire land at English Bay? *Ans.*—At the present time I can only recall one person who has applied to me; my answer to him was that there could be no land acquired there.

I will produce the lease if required.

LAND CLAIMED BY WALLS AND OTHERS AT ENGLISH BAY.

By THE CHAIRMAN—The first I knew of this was in a letter from J. M. Spinks, dated 17th June, 1884:—

"NEW WESTMINSTER, B.C.,
June 17th, 1884.

"The Hon. Wm. Smith,
"Chief Commissioner of Lands & Works, Victoria.

"SIR,—I hereby wish to make application to pre-empt 160 acres, on unsurveyed land, adjoining Section 192, Group I., Granville District, and Indian Reserve on False Creek. I am living on the property and making the improvements required. I enclose a small sketch of the above, and remain

Yours respectfully,
(Signed) "JOHN M. SPINKS."

"VICTORIA, B.C.,
"June 19th, 1884.

"SIR,—The Honourable the Chief Commissioner of Lands and Works desires me to inform you, in reply to your communication of 17th inst., that the land which you therein make application to pre-empt 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, &c.,
(Signed) "W. S. GORE,
"Surveyor-General.

"J. M. Spinks, Esq."

The next was an application from Mr. J. P. Walls, dated 6th October, 1884:—

“To the Honourable the Chief Commissioner of
“Lands and Works for British Columbia.

“VICTORIA, B. C.,
“6th October, 1884.

“SIR,—I beg to apply on behalf of myself, Mr. A. A. Green, Mr. T. B. Humphreys, Mr. Hugh McDonald, and Mr. J. B. Henderson, for a Crown Grant of the following property, viz: All that piece or parcel of land, said to contain 400 acres, more or less, situate in New Westminster District, Group 1, the same being described and bounded as follows:—Commencing at the north-east corner of lot 192, thence running south along the eastern boundary of said lot to the south-east boundary of said lot, thence running east 120 chains, thence running north 125 chains to the south-west corner of the Indian Reserve on False Creek, then north along the western boundary of the said reserve to the sea coast, then westerly following the shore line to point of commencement, as the same is more particularly described on the plan hereunto annexed and thereon colored pink. The claim to the said property and title to same is as follows:—

“About fifteen years ago two Indians, named Charlie and Jim, squatted on said land and made improvements thereon (including building two houses), several clearings, &c., and resided continuously upon the land until the sale presently mentioned, and one of them is still upon the place, it having been arranged that he shall receive the year's crop of potatoes. On the 23rd June, 1884, the said two Indians conveyed their right and title to said land (with the consent of the Indian Agent) to one J. M. Spinks.

“On the 22nd September, 1884, the said J. M. Spinks conveyed his title to said land to Hugh McDonald.

“On the 25th day of September, 1884, the said Hugh McDonald transferred his interest in said property to your applicants, who are now in possession.

“The improvements on said land are of considerable value, including two houses erected thereon, several potatoe patches under cultivation and considerable clearances and fencing, an orchard planted, &c. The ground cleared extends some 370 yards along the beach and covers about 10 acres.

“Your applicants and their assignors have been in undisturbed possession of the land for about 15 years.

“I shall be happy to furnish you with evidence of the above, if you so desire.

“I have, etc.,
(Signed) “J. P. WALLS.”

“J. P. Walls, Esq.,
“Victoria.

“VICTORIA, B.C.,
“October 11th, 1884.

“SIR,—I am directed by the Honourable the Chief Commissioner of Lands and Works to acknowledge the receipt of your letter of the 6th inst., making application, on behalf of yourself and others, for a Crown Grant of a certain tract of land, situated at English Bay, and lying to the east of and adjoining Lot 192, Group 1, upon which some Indians have squatted and made improvements, whose rights you and your associates claim to have purchased.

“In reply, I am to inform you that your application cannot be entertained, as the Chief Commissioner cannot admit that the Indians ever acquired a claim to the land in the slightest degree.

“The land in question, among others, was leased to the British Columbia and Vancouver Island Spar, Lumber, and Saw-Mill Company (Limited), by Indenture dated 13th November, 1865, for a term of twenty-one years.

“According to the terms of the agreement no portion of the lands so leased could be pre-empted or entered upon by bona fide settlers or pre-emptors without the written sanction of the Governor and Superintendent of the Saw-Mill Company.

“No such sanction was ever given in this case. Furthermore, the existing Land Laws, at the time you claim the land was entered upon by the Indians, does not permit any of the aborigines of this Province, or the Territories neighbouring thereto, acquiring or holding any land by pre-emption.

“I have, &c.,
(Signed) “F. G. RICHARDS, Jr.

I produce copies of documents handed to the Provincial Secretary by Mr. Greer, and by the Provincial Secretary referred to my Department. I had an interview with Greer on or about the 14th December, and at my request he put in his claims in writing in the letter dated the 15th December, 1884:—

“GRANVILLE, 15th December, 1884.

“To the Hon. Wm. Smiſſe,
“Chief Commissioner of Lands & Works.

“HONOURABLE SIR,—I beg to inform you that in the month of June, 1884, I bought all the right, title and interest, through Mr. McTiernan, Indian Agent, belonging to four Indians, known as the Indian Settlement, near False Creek. The improvements on the settlement consist of seven houses, orchards, fencing, cultivation about 20 acres. Have expended about two thousand dollars in improving and clearing the place. Those Indians were in possessory and continuous occupation from the time of Crown Colony to the present time. In addition to this, 160 acres was pre-empted and applied for to you by J. M. Spinks, in equal partnership with myself. Your official answer was that the land would soon be open for pre-emption and purchase, but was of other value at present. I have the first application to the local Government when Port Moody was the declared terminus of the Pacific Railway. I have improved this land in good faith, believing it to be mine.

“The following is my claim to this land in question:—

“1. That I bought the land and improvements from British subjects being in possessory and continued occupation for 20 years and under the protection of the Dominion of Canada, and disposed of through their agent.

"2. That accordant to the Land Act no other person can pre-empt or occupy an Indian settlement by lease or other incumbrances, without first making provision and other remuneration for that privilege.

"3. That should the fee simple remain vested in the Crown they have no disposing power over the land without first respecting my first rights. No other person have equal rights.

"4. That the land in question is well adapted for farming purposes, being of first-class quality. I am no speculator.

"In order you may fully understand the position and nature of improvements I give you a sketch on back.

"Hon. Sir, you can see that I am no squatter, but came here in good faith, bought the rights I have acquired, and I consider that it would be unjust to take away vested rights and give them to any other person for railway or other purposes. Trusting you will give this your careful consideration, for I have reason to believe the Government have included me in the land set apart for railway purposes, and this is a grievance which I may be forced to call on the representatives of the country for justice and rights. I have already consulted eight of the members. They say that the will have justices done between me and the railway, and that the Hon. Chief Commissioner will be consulted on the grievance set forth. I ask no favours of the Government or members, only justices, only it is a duty all members owes to the country to protect its settlers. Trusting to have a favorable reply,

"I have, &c.,
(Signed) "SAMUEL GREER."

ENCLOSURE.

"NEW WESTMINSTER, B.C., June 9th, 1884.

"It is agreed by J. M. Spinks and S. Greer that they will locate 160 acres west of Port Moody, known as the Hastings Mill Co.'s timber lease, hold in equal parts, to share both land and expenses in retaining and obtaining the Crown grant and improving. That the claim shall be taken up in the name of J. M. Spinks.

(Signed) "J. M. SPINKS.
"SAML. GREER.

"Please file those papers in office."

Afterwards I received a letter from Mr. Walls dated 3rd January, 1885 :—

"VICTORIA, B.C.,
"3rd January, 1885.

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

"SIR,—Referring to my communication of the 6th October last, applying for a plot of land at False Creek, containing about 400 acres or thereabouts, I beg to say that my instructions at the time were somewhat imperfect.

"It appears that our predecessors in title and occupation of the land have been in possession for a period of not less than 40 years, one of them having been born on the land. At the time of the settlement of the country by white men the Indians made some enquiry from Colonel Moody, and it appears that he, acting on instructions from the then Governor of the Province, gave them to understand that they had the same rights as whites with respect to the acquisition of land. Acting upon this, the Indians continued in the occupation of the land and cultivated it, and their right to so occupy has been sustained by the Indian Commissioner, and tacitly acknowledged by each successive Government since that of Sir James Douglas, and white squatters ejected therefrom.

"The papers on the Indian Land question, published in the Sessional Papers of 1876, shew that there was some correspondence between Colonel Moody and the Colonial Secretary, which bears out the Indians' statement with regard to their continued occupation after the advent of the whites; and that the Indians were, as a fact, allowed to acquire land, is further shewn by the issuance of a Crown Grant to one Snat Grouton, one of the Indians referred to in the correspondence between Colonel Moody and the Colonial Secretary.

"I might be permitted to point out to you that the present purchasers and occupiers paid a fair price for the land at the time of the purchase. They bought for the purpose of actual occupation and cultivation, as the land is really well adapted for that purpose; the Indians, as is well known, shewing great astuteness in the selection of their plots for cultivation.

"I am of opinion that under ordinary circumstances there would be no difficulty in obtaining a Crown Grant of this land, my clients having purchased after Port Moody had been declared and decided upon as the terminus of the Canadian Pacific Railroad.

"No change having been made in the point of the terminus, and these lands only representing agricultural value, I cannot understand why a Crown Grant should not be issued. I have, &c.,

(Signed) "J. P. WALLS."

Of my own knowledge I can, satisfactorily to myself, disprove the statements contained in the last letter. I lived once on the Inlet. To the best of my knowledge and belief the Indians came there in connection with the mill after it was established. I was there in 1868 and 1869; the Indians were not there then. I was there during the whole of the winter of 1868 and spring of 1869; at this time the Indians had not built any houses on the land now claimed by Walls and the others. I don't know when the reserve was set apart for them. I resided at the mill when I was there, and I was passing and re-passing this particular piece of land; I don't remember going ashore at the exact spot, but I have passed along in a canoe and seen the place of their abode. There had at this time been no cultivation on this land, nor any houses erected. There has been no record in the office of any pre-emption of land on behalf of these Indians. Have searched for everything that could possibly bear on the question, and found nothing beyond what has been produced.

R. H. TAYLOR'S CLAIM.

BY THE CHAIRMAN—I understand Taylor was a sub-contractor on the Granville road. On the 16th July a letter was dated which only reached the Department on the 11th August, answer dated 11th August. Afterwards a letter dated 21st August, answered 18th September:—

“Hon. Mr. Smithe,

“Minister of Lands and Works.

“FALSE CREEK, July 16, 1884.

“HON. SIR,—I respectfully apply to you for permission to enter a pre-emption record for 160 acres of land on False Creek, lying to the west of and adjoining a lot of land owned by a Mr. Russell. The lot owned by Mr. Russell is marked on the map of New Westminster District as lying to the west of and adjoining lot 200, group 1, New Westminster District.

“The lot for which I apply is bounded as follows, viz.: Commencing on False Creek at the north-west corner stake of Mr. Russell's lot and running north 54 chains, then west 30 chains, then north 54 chains, then following the meanderings of False Creek shore 30 chains, more or less, to place of beginning.

“Finding this land vacant, I entered upon it on the 15th of July, 1884, and am in occupation of it.

“Entertaining the hope that you will do me the favour to grant me a pre-emption record for the land for which I now apply,

“I am, etc.,

(Signed)

“ROBERT HERBERT TAYLOR.”

“HON. SIR,—Since writing the enclosed application I thought it judicious to ascertain, if possible, about the ownership of the land west of and adjoining lot 200, group 1, New Westminster District. I made inquiry at the Land Office in New Westminster, but they could give me no information whatever. Whilst I was making inquiries, Hon. Mr. Grant paid a visit to this place, and, I am told, bought from Mr. Russell his lot to which I refer in my application.

“The great difficulty I found in getting reliable information will explain the time that has elapsed since writing application. Hon. Sir, I have a family and have been trying to get a place for settlement in this district. This is the only place I know of at present suited to the purpose for which I want it.

“Hoping for a favorable reply,

“I am, &c.,

(Signed)

“ROBERT HERBERT TAYLOR.”

“VICTORIA, B. C.,

“August 11, 1884.

“Robert Herbert Taylor, Esq.

“SIR,—The Honourable the Chief Commissioner of Lands and Works desires me to inform you, in reply to your communication of July 16th, that the land which you therein make application to pre-empt 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, &c.,

(Signed)

“W. S. GORE,
“Surveyor-General.”

“FALSE CREEK, August 21st, 1884.

“W. S. Gore, Esq., Surveyor-General.

“SIR,—I have the honor to acknowledge receipt of yours of the 11th instant, and in reply respectfully beg to say that the application made by me for a pre-emption record of 160 acres of land on False Creek was in accordance with the ‘Land Act, 1875,’ the land applied for being unsurveyed and, according to the Act referred to open for pre-emption.

“I further beg to say that the land applied for was not land allotted to Indians, nor is it any part of a Government reservation, according to the Act.

“I hereby renew my application, and most respectfully request you to place in the hands of the Hon. the Chief Commissioner of Lands and Works my previous application.

“Please refer to ‘Land Act, 1875,’ Sec. 3 and Sec. 9, and Secs. 39 and 41.

“I most respectfully submit that as the Land Act of 1875 has not been repealed that my application is valid, as I am, and always have been, a British subject.

“Believing my application to be within the precincts of the Land Act of 1875,

“I am, &c.,

(Signed)

“ROBERT H. TAYLOR.”

“ADDENDA.—If you wish it, under your direction I will change the corner-stakes so as to make the lot applied for 40 chains by 40 chains.

“Very truly, &c.,

(Signed)

“ROBERT H. TAYLOR.

“W. S. Gore, Surveyor-General,

“Victoria, B. C.”

“FALSE CREEK, August 21st, 1884.

“Hon. Mr. Smithe, Chief Commissioner of Lands and Works:

“HON. SIR,—Under date of the 16th July, 1884, I applied to you, as Chief Commissioner of Lands and Works, for permission to pre-empt 160 acres of land on False Creek, in accordance with the Land Act of 1875 (Sec. 3), the land applied for not being any part of an Indian settlement or of a Government reserve within the meaning of the Act.

“I now, Hon. Sir, renew that application, and most respectfully ask for a pre-emption record for the land applied for under date of July 16th, 1884, and described as follows:—Commencing on False Creek at the

north-east corner post of the lot formerly owned by a Mr. Russell (now by Hon. Mr. Grant), and running south, 54 chains; then west, 30 chains; then north, 54 chains; then following the meanderings of the shore of False Creek to place of beginning, and containing 160 acres, more or less.

"The land for which I make application is, I suppose, under lease by the Hastings Saw-Mill Company; but is, I submit, by the Land Act of 1875, open to pre-emption, which Act, I am informed, is in operation in this Province now.

"The enclosed imperfect sketch will, I trust, give at least a tolerable idea of the location of the land applied for.

"Entertaining the hope that you, Hon. Sir, will receive the application, and forward to my address at False Creek a certificate of pre-emption.

"I remain, &c.,
(Signed) "ROBERT H. TAYLOR."
"R. H. TAYLOR."

ADDENDA.—If required the width of the lot can be increased and the side lines proportionately shortened.

"DECLARATION.

"District of New Westminster.

"I, Robert Herbert Taylor, of False Creek, and District of New Westminster, do solemnly and sincerely declare that the land for the record of which I have made application, dated the 16th day of July, 1884, was at that date unoccupied, unsurveyed, and unreserved Crown land, within the meaning of the Land Act, 1875, and is not an Indian reservation, or any portion thereof; that I have staked off and marked such land in accordance with the provisions of the Land Act, 1875; that such land has not, nor has any portion of it, been heretofore recorded, occupied, held, or pre-empted by me, nor has the same been abandoned by me, or any other person, for the purpose of my recording the same under the provisions of this Act, nor is my present application to record the same made in trust for, on behalf of, or in collusion with, any other person or persons, but honestly on my own behalf, for settlement and occupation; and I also declare that I am duly qualified under the said Act to record the said land; and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Ordinance, 1869.

(Signed) "ROBERT H. TAYLOR.

"Declared and subscribed by the within }
named Robert H. Taylor, on the 3rd day of } "JAMES CUNNINGHAM, J. P.
September, A.D. 1884, before me. }

"VICTORIA, B.C.,
"September 18th, 1884.

"SIR,—I have the honor to acknowledge the receipt of your communication of the 2nd ultimo, in reference to your application to pre-empt 160 acres of land at False Creek.

"I beg to state, in reply, that the land applied for is not in any way open to pre-emption. It is and has been under reserve. It is within the limits of the Hastings Saw-Mill Company's leased land, and under their lease pre-emption cannot take place without their consent.

"The Land Act of 1875 is not now in force, and, if it were, clause 41 would not apply to the Hastings lease; it only applied, when in force, to leases made under the authority of the 1875 Act, and consequently lands leased subsequent to the passage of that Act.

"The land in question has a special value for a special purpose, and is withdrawn from pre-emption on that account. Squatting is not recognized.

I have, &c.,

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

"Robt. H. Taylor, Esq.,
"False Creek, B.C."

Railway Reserve is dated 1878, and again by Provincial Government in August last—7th August, I think—before Taylor's first application. The land has not been open since 1878, assuming the lease not to be sufficient. Another letter from Taylor dated August 28th, answered October 3rd.

WM. SMITHE
Chief Commissioner of Lands & Works.

"FALSE CREEK, August 28th 1884.

"Hon. Mr. Smithe, Chief Commissioner of Lands and Works:

"HON. SIR,—Please find enclosed two dollars (\$2.00), the sum that should have been enclosed with my application for a pre-emption record; inadvertently I omitted to enclose that amount.

"Please accept my apology, and believe me,

"Yours, &c.,
(Signed) "ROBERT H. TAYLOR."

"Hon. Mr. Smithe,
"Minister Lands and Works.

"FALSE CREEK, September 25th, 1884.

"SIR,—Since I made my application to you for a pre-emption certificate of 160 acres of land on False Creek I have applied to the Land Agent in New Westminster, according to the requirements of the Land Act, 1884, and beg to call your attention to section 56, Land Act, 1884. This land being leased land by the Hastings Saw-Mill Company is exempted from reservation, and, in accordance with the preceding sections of the Land Act, 1884, is, I take it, open for pre-emption.

"I hereby renew my application for a pre-emption certificate for 160 acres of land on False Creek, bounded as follows:—Commencing at the north-east corner stake of the lot formerly owned by a Mr. Russell (now by Hon. Mr. Grant), running south 54 chains, west 30 chains, then north 54 chains, and then following the meanderings of the shore of False Creek to the place of beginning, and containing 160 acres, more or less. These lines are submitted to your approval; if you wish I will make them 40x40 chains.

"I most respectfully ask, Hon. Sir, that you will send me a pre-emption certificate for this lot of land, or do me the favour to direct the Land Agent in New Westminster to do so.

"Your most obedient servant,
(Signed) "ROBERT H. TAYLOR."

"VICTORIA, Oct. 3rd, 1884.

"SIR,—I have the honor to acknowledge the receipt of your letter of the 25th ultimo, renewing your application for a pre-emption record to 160 acres of land on False Creek.

In reply, I beg to call your attention to my letter to you dated 18th September last, upon this subject, and also to state that section 56 of the "Land Act, 1884," does not apply to the land in question.

I have, &c.,

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

"R. H. Taylor, Esq., False Creek."

MR. BOLE called.

I represent seven claimants:—Alex. Johnston, John Sprott, Wm. Mackie, Sr., Wm. Mackie, Jr., J. W. McMillan, Donald McPhadden, and George Black.

Applies for summonses to compel the attendance of witnesses, Wm. Ross, Emigration Agent, Chas. Warwick, Government Agent, John Sprott, Government Sub-Agent.

I also wish to examine the Chief Commissioner of Lands and Works in support of my case.

I ask for the attendance of these persons, as my clients are acting under the authority of the Government Agents. They have been placed on the land by their authority.

Moved by Mr. Cunningham, and seconded by Mr. Helgesen, that Ross, Warwick and Sprott be requested to attend the sitting of this Committee on Saturday evening next. Carried.

INDIAN CLAIM.

Mr. Walls produces documents relating to claim of Walls, Humphreys, and others:—First application, 6th October, 1884; letter from Indian Office, 17th February, 1880, to Preston, complaining of trespass on Indians' lands; 23rd June, 1884, Charlie and Jim sold, by leave of Indian Agent, to Spinks their right in the lands; Spinks to present claimants, 25th September, 1884; 24th Nov., 1884, Kanakluck and Mrs. Salpink sold to Greer between lot 192 and the Indian Reserve.

JOHN B. HENDERSON—I know the land in question. I first became interested in June or July, 1884. I went on the land at that time. A very short time after Spinks bought the Indians out I went there with Spinks. I found two dwelling-houses, a root-house, an orchard with a number of trees, three potato gardens. Orchard is partly fenced with rail fence; garden, I think, also fenced; one house 20x30; fruit trees about five or six inches through, say about ten years old. Greer turned up some potatoes; land is first-rate agricultural land. Houses were not new, they were weather-stained. I was only in one house. Houses may be over ten years old; certainly not less. Have not been there since. Houses are worth \$400. I can't give evidence of value, as I don't know much about this kind of work. Land apparently cultivated in good faith. I passed there since, and I observed another house, a kind of shanty, erected since my first visit. The houses are about 20 yards from beach. Houses seemed to be well built of lumber. They gave me the impression of having been erected by Indians.

By MR. POLLARD—I refer to the piece of land in the vicinity of these two houses. I don't think land is surveyed. It is at the spot marked Z on map. It is a piece of land I and others claim under Spinks' deed. I claim no other land. I know where the houses are and the garden, but cannot describe the land by boundaries; I did not know what to stake; am not aware that Spinks staked it; it can be located by lot 192. I believe the Indians supposed they were entitled to all the land between lot 192 and the Indian reserve. We claim about 400 acres. We were there about an hour. First transaction was purchasing Charlie and Jim. Indians claimed to have been then in undisturbed possession for forty years. Indians left there after we purchased. Land is gently rising land, portion nearly level. I think there is the material for a very good farm. Soil is as good as can be.

JNO. B. HENDERSON.

HUGH McDONALD—I have been on the land; I am a shareholder; was there first about 20th October last. The improvements are—quite an orchard, two good sized houses and, I think, one or two smaller houses, considerable fencing, picket and common, some brush fence at the rear, several potato and vegetable patches; there must be 25 or 30 trees. I think houses worth more than \$400. Can't tell value of clearing without having seen it before cleared. It must have cost at least \$250 per acre, and there are 12 or 15 acres. I don't know whether the land claimed is on the Hastings Saw-Mill Company's lease; never disturbed by Mill Company. Bought in good faith, believing we had a right to buy. Thought the title good and that we had a good right there. I was there twice. We have had two men on the land ever since we bought it. They have been engaged clearing and fencing. I am a partner of Henderson and others. We bought 22nd September.

HUGH McDONALD.

SAMUEL GREER—I am interested in this land; I staked it off, to the best of my knowledge, 11th June, 1884; staked it off to apply to purchase 160 acres. This 160 acres was to include two Indian (Charlie and Jim) claims. Two other Indians had claims, but were not there. There were seven houses—five dwellings,

one barn, and one root-house; orchard with picket fence; to the best of my knowledge, there are 56 fruit trees, most of them in bearing, and numerous small fruits. Paid the Indians \$125. Asked the Indians if they wished to sell their claims. They said they were satisfied if the Indian Agent would allow them, and would do so with his consent. Got a letter from Indian Agent to Indians, saying that they should appear before him at New Westminster the following day. One was sick and has since died, named Jim. Agent, Mr. Tiernan, asked Charlie, the chief, if he would sell his land; Indian concluded finally to sell his land. I told Mr. Tiernan that I would have nothing to do with the Indians; that I would pay him the money for the Indians and he should distribute it to them. I paid the Agent what the Indians asked for the land. The Agent said that he wished the money to be paid to him. Charlie told the Agent that his neighbour, Jim, had agreed to sell his place with one proviso, viz.: that he should have the year's crop of potatoes, and would deliver up possession in the fall. The Indians gave up possession. The other two Indians, when they returned, claimed part of the land. I filed the names of the Indians and their claims with the Chief Commissioner. My application is also filed at the Land Office in the name of Spinks. I agreed with Spinks to share the expenses of the purchase with him, and that the land shall be taken up in Spinks' name. Together with Spinks made improvements on the land. In September Spinks sold out his half-interest to Mr. McDonald. Since September Mr. McDonald told me that Spinks told him he sold the whole land to them. Mr. Tiernan told me to purchase the rights of the two Indians other than Charlie and Jim. Mr. Tiernan told me that if any one trespassed on the lands of these Indians he would have them arrested. In addition to the buildings I have already mentioned, there was a small building about 8x12 on the beach, unoccupied, unclaimed by the Indians. This was below high water mark; it was new. The Indians would not allow it to be built on their land. I lived on the land from the 10th of June and am still in actual occupation, with the exception of a short time in August, when I had to leave on business. On the 18th of October saw a man at this cabin named Wilson; he was employed in cutting brush. When I returned in August I found a house about 10x12 built in my garden, about 75 yards from my dwelling-house. A man came on the 16th October named William Mackie, and went into this cabin; told me I had no business there, as he owned orchard, houses and all; told me that he would prosecute me for trespass. Told him I had purchased the land and warned him off. Added nineteen trees to my orchard. Mackie never lived in the house. When I came on English Bay there were no improvements between the Indian Reserve and lot 192, with the exception of those made by the Indians, with the exception of the small cabin on the beach. The land could not have been cleared for less than \$500 per acre, in the neighborhood of Mackie's cabin. Was never notified by the Mill Company to leave the land. Know that the land was occupied nine years ago by these Indians. Mr. Tiernan read me a letter from Dr. Powell, stating that the Indians had a right to sell their improvements. I am of opinion that the improvements include the land cleared by the Indians. I believe that before 1879 this land was included in the reserve, and that the reserve was then reduced by the Commissioners, and this piece was left without the boundaries of the reserve. The improvements extend 873 paces along the beach. In my opinion there are 20 acres of improved land.

SAMUEL GREER.

Moved and seconded that the Committee adjourn till 7:30 P. M. to-morrow. Carried.

MINUTES OF MEETING OF SELECT COMMITTEE, HELD ON 27TH JANUARY, 1885.

Present, Messrs. Wilson, Helgesen, Semlin, Cunningham, Dunsmuir, and McTavish.

Meeting opened in due form.

The examination of MR. GREER was continued:—

This land is as good for farming purposes as any in the Province; there are 5 or 6 feet of loam on the surface, no stones, no timber to speak of. This land was not occupied by anyone when I came to it; no person ever made any objection to my stopping there. It is all purchased. I have cleared a great deal, and spent a great deal of money on it. My papers are in the Land Office, and my claim is filed. The land, and the size of my clearing, is described in the papers. I wish to have my papers brought forward and examined, and the title, &c.

To MR. DUNSMUIR—This is the second piece of land I claim; I bought it intending to get the Indians' title for it. I have no claim as squatter. The Indian Agent told me that the Indians had a title.

To MR. McTAVISH—Four Indians had titles to the same settlement. Two of them I bought, and two Spinks bought. He sold his share, and I kept mine.

To MR. SEMLIN—There had been white men ejected by the Indian Agent. He said he would put off any persons who came there to live.

To MR. CUNNINGHAM—I don't know, from my own knowledge, of any other Indians that were allowed to sell their claims.

To MR. DUNSMUIR—The Indians I bought from did not show any Crown Grant or pre-emption papers. I bought from the Indian Agent; I took it for granted that he could sell. He told me he would not allow any person to interfere with me; he said he would come and help me if I needed it. I don't know if he had any Crown Grant himself.

To MR. HELGESEN—I claim 80 acres, for which I paid \$100; I paid \$125 for the other piece. I paid for both pieces myself, but I had them put in Spinks' name.

To MR. CUNNINGHAM—I thought Spinks would have more chance to get the land than I, because he had letters from the Governor, Messrs. Trutch, Robson, and Smithe, to Mr. Alexander,

To Mr. HELGESEN—I have complied, as far as I know, with all the terms of the Land Act. I gave my title to Mr. Walls.

To Mr. DUNSMUIR—I have lived on the land since June 10th, 1884, except that I was away for a short time in August. I have seen a few other men come there to squat; I saw one man with a tent. Many others have taken up land since I came. The first day that there was any brush cut there was the 18th of October. Two men—Mackie and Wilson—came; they are both on Indians' land. Wilson was the man who put a house on his lot; there was only one house there in June, and three cabins. There was another patch without any improvements. These are all I know of, except one claimed, I believe, by Dr. Chisholm—say $\frac{1}{4}$ acre. The only improvements on this are a few potatoes. Mackie came on the 16th of October.

To Mr. CUNNINGHAM—I have taken up this land for farming purposes. I have other land at Chilliwack.

To Mr. DUNSMUIR—Part of my land is heavily timbered, and part is swamp. A little hay can be grown upon it. It is better than the land at Chilliwack.

To Mr. CUNNINGHAM—The land at Chilliwack is a pre-emption claim. I have been there fifteen years. I have no Crown Grant, for the survey is not complete.

To Mr. DUNSMUIR—I paid my own money for the land; afterwards Spinks paid me his half. I did not pay Mr. McTiernan one cent, directly or indirectly, nor any promise of any kind.

To Mr. SEMLIN—Mr. Alexander, nor any one else, ever ordered me to leave the ground of which I was in occupation.

To Mr. DUNSMUIR—I believe Mr. Alexander brought his action before I purchased from the Indians.

To Mr. WILSON—I believe the action is in respect of other land claimed by Mackie, and not the land claimed by me.

To Mr. HELGESEN—The house that Mackie built was opposite the land I claim, but below extreme high water mark.

I desire to make the following statement: At the time that Spinks' claim was applied for it was open for pre-emption according to the Land Laws of British Columbia. I claim there was no reserve on it at that time, and I claim that one-half of it was in continuous possessory right for over twenty years by the Indians, and I claim that no other person had the right to pre-empt that land only J. M. Spinks, having purchased the Indians' right, and that the Land Laws of British Columbia state that no Indian Settlement can be pre-empted in British Columbia belonging to Indians without the consent of the Indians, and that four Indians constitute an Indian settlement; and the Indians were there before the Hastings Saw-Mill Company's lease was granted, and consequently there could be no lease granted; and that they were there when it was a Crown Colony, and that they were never placed on a reserve, and Mr. McTiernan told me so.

SAMUEL GREER.

T. B. HUMPHREYS—Some time last year Mr. McDonald asked me if I knew anything about Indian titles. I said "I did." He then asked me what I thought of Spinks' title. I said I thought it was a good one. He asked me if I thought enough of it to take a share in it. I said "yes." He told me he thought that Spinks' claim could be bought for \$400 or \$500. I advanced some money, and they bought Spinks' title to the whole land. After the bargain had been made, Greer turned up. I told him who had bought the land. He said he owned a part of it. He satisfied me that some advantage had been taken of him by Spinks. I found out afterwards that he had got \$100 from Spinks, as his share of the purchase money. I did not know this at the time. After we made the purchase Greer relinquished all his claim in that land to us, upon a condition that he was to be admitted to an equal share with the rest. We drew up a document, and put in application for 400 acres. I went to the Chief Commissioner of Lands and Works and made my application. I told him I wanted to get land, but he said it was impossible. He said he would get up a sale of it. I tried to make some arrangement, but could not. I then told my partners, and we decided to keep possession and go on improving, and state our claim to the Legislature. There are official records to show that Indians can pre-empt land, and that they have a right to sell such land. There have been some cases in Lillooet District, three in Okanagan, and some in Yale—the Peterson claim, near Kamloops. Greer agreed to stay on this land. He has been there ever since. He told me that he knew of another piece of land which would be very valuable, and he said he knew where he could get the signatures of some Indians to the title, and that \$100 would buy them out. I declined to have anything to do with the business alone. I proposed to put it to my partners, and Greer left on the understanding that if they agreed I would send him the money. Finding that we had decided to have nothing to do with this piece of land, he left the land where he was working, without saying anything to us, and went off and purchased the piece of land from the Indians, and got their signatures to grant it to him. We felt that we had a claim to the 160 acres—that is the first piece, and refused to have anything to do with the second piece. Greer wanted to claim the whole lot. I have given him money. I wish to say that I have nothing to do with the other claim, because I do not think it is a fair one.

To Mr. WILSON—In 1859 or 1860 I was acting as Under Sheriff to Mr. Nicholl; we were deputed by Sir James Douglas to look after all Indian Reserves. Nicholl was told to respect all claims of Indians who had set up claims away from the reserves. It had been decided that Indians had the same right to pre-empt that white men had. However, so many Indians took up land in this way that action was taken to stop it. I feel sure that there are some letters to prove this in the archives either of the Provincial Secretary or of the Chief Commissioner of Lands and Works. I assume that this land in question was taken up in this way. The Indians show this, by the fact of leaving their tribe. One of the conditions necessary for an Indian to establish a title was continuous occupation and the erection of some buildings.

To Mr. DUNSMUIR—I think Indians in possession of land in this way could sell. In fact, there is no question of it in my mind, for they were in the same position as white men.

To Mr. HELGESEN—I don't know what Act it was which authorized this; but I feel sure I have read these conditions in some correspondence. I don't remember the right to sell being mentioned, but the rights of Indians were the same as those of white men.

I thought, from the Chief Commissioner of Lands and Works refusing to sell the land I applied for, that it was valuable land. I wanted to get it at the statutory price of \$2.50 per acre. The land must have been opened, or Indians could not have got there. Indians were the first men who took this land up. When I applied, it was to purchase.

To Mr. WILSON—I have known these instances which I have mentioned—three at Okanagan; these Indians sold to whites. There is another instance, at Canoe Creek; there was an Indian settlement there. A man named Ritchie tried to jump the Indian's claim. The Indian complained to the Magistrate (Cox, I think), and he told Ritchie that he must respect the Indian's claim, and the Indians were put back in possession. Ritchie then paid them money for a great part of their land, and the Indians were removed further up the ravine, and Ritchie fenced their land in for them.

To Mr. SEMLIN—At Okanagan, the whites bought the Indians' claim. The first Indian I saw there was a man who used to carry the mails; he may have been a half-breed, but the other two were Indians. When I first went there, the first Indian was just beginning to improve his place—now all this land is owned by whites.

To Mr. WILSON—I have never been to this land in question. I satisfied myself, from what Greer said, that the Indians had been there for many years, and I impressed upon him that, upon this fact, our title must depend. I think I can produce one of the Indians. I had to rely on Greer's statement, for I had no other means of knowing.

To Mr. DUNSMUIR—I don't see that it was necessary for me to do more than I did. With regard to the improvements, I only know what Greer said; but that can easily be proved by looking at the land. Greer was my partner.

To Mr. SEMLIN—I cannot locate the claim I mentioned in Yale.

I am quite sure that Indians were in the same position as white men.

T. B. HUMPHREYS.

MR. WALLS—I am sure that we have no right to the 400 acres, after hearing the evidence given by Greer; all we can claim is 160 acres. Spinks deceived us on our purchase in stating that he had staked off 400 acres. Deed produced will show this. I have nothing to do with the second claim put in by Greer. I claim one-sixth of the 160 acres staked out by Spinks. My first discovery of the difference between the 160 acres and the 400 acres was when I heard Greer's evidence. Up to that time I was under the impression they had staked 400 acres. I have seen a letter from Spinks sending \$100 to Greer for wages, or his share of claim. This was sent after we had purchased. I produce a conveyance from Indians Charley and Jim, witnessed by McTiernan. This was all the title we got.

To Mr. DUNSMUIR—I did not know until I heard Greer's evidence that Spinks had made any claim to pre-emption. I produce deed of conveyance dated 25th September, 1884, from Hugh McDonald to A. A. Green, T. B. Humphreys, J. B. Henderson, and J. Patmore Walls; another deed from Green to Longhurst, dated 5th November, conveying one-sixth to Jarves Longhurst. McDonald retained one-sixth interest. I have before shown the conveyance dated 26th September, from Spinks to McDonald. I know John M. Stewart; he wrote to me about land. I do not think I took any steps at all. I don't think I ever applied to the Land Office. I don't remember ever being instructed so to do. I will hand in copy of correspondence between myself and Stewart and Land Office on his behalf.

J. P. WALLS.

Mr. Walls handed in the following documents:—

“INDIAN OFFICE, NEW WESTMINSTER,
“17th February, 1880.

“SIR,—Two of the Indian chiefs from False Creek (William George and Charlie), complains that you claim part of the land set apart for their reserve.

“By the Act providing for the organization of the Department of the Secretary of State of Canada, and for the management of Indians and ordnance lands, it is not lawful for any person, without the licence in writing of the Secretary of State or some officer deputed by him for that purpose, to trespass upon any of the said lands, &c., &c.; and, by section 28 of said Act: ‘In all cases of encroachment upon any lands set apart for Indian reservations, or for the use of Indians not hereinbefore provided for, it shall be lawful to proceed by information, in the name of Her Majesty, in the Courts of Law, &c., &c.’

“I have given the complainants this to advise you as to their statement. I am, &c.,

“Acting Indian Agent.

“Mr. R. Preston,
“False Creek.”

“Know all men by these presents, that we, Charley and Jim, two Indians, for and in consideration of the sum of one hundred and seventy-five dollars to us in hand paid before the sealing and delivering of these presents through P. McTiernan, Indian Agent, do hereby grant and set over to J. M. M. Spinks, his heirs and assigns for ever, all our rights, title, interest in or to that or those parcel or parcels of land situated at False Creek, heretofore occupied by us, and also all and singular the two houses thereon, all improvements on said land and the crop of potatoes thereon, except those belonging to Jim, and all other improvements, matters and things thereto belonging or in anywise connected therewith soever. To have and to hold the same unto and to the use of the said J. M. M. Spinks, his heirs and assigns for ever, free from all claims of us, except the claim of Jim to the present year's crop of potatoes.

“In witness whereof we have hereunto set our hands and seals this 23rd June, 1884.

“Signed, sealed and delivered in the presence of	} “P. McTIERNAN.”	his	
		CHARLEY ×	[L.S.]
		mark.	
		his	
		JIM ×	[L.S.]
		mark,	

"This Indenture made the 22nd day of September, A. D. one thousand eight hundred and eighty-four, between J. M. M. Spinks of Maple Bay, British Columbia, farmer, of the one part, and Hugh McDonald, of Victoria, British Columbia, of the other part, witnesseth, that in consideration of the sum of five hundred dollars to the said J. M. M. Spinks paid by the said Hugh McDonald, at, or immediately before, the execution of these presents, the receipt whereof the said J. M. M. Spinks doth hereby acknowledge, he, the said J. M. M. Spinks doth hereby grant and convey unto the said Hugh McDonald, his heirs and assigns, all his right, title and interest in all that piece or parcel of land, said to contain 400 acres, more or less, situate in New Westminster District, Group 1, the same being described and bounded as follows: Commencing at the north-east corner of Lot 192, thence running south along the eastern boundary of said lot to the south-east corner of said lot, thence running east 120 chains, thence running north 125 chains to the south-west corner of the Indian Reserve on False Creek, then north along the western boundary of the said Reserve to the sea coast, then westerly following the shore line to point of commencement, as the same is more particularly described on the plan hereunto annexed and thereon colored pink, the same having been purchased by me on the 23rd June, 1884, from two Indians named Charley and Jim, together with all buildings, ways, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof held or enjoyed, or appurtenant thereto, and all the estate and interest of the said J. M. M. Spinks in the said hereditaments and premises and any part thereof. To have and to hold the said hereditaments and premises unto the said Hugh McDonald, his heirs and assigns, to the use of the said Hugh McDonald, his heirs and assigns, for ever. And the said J. M. M. Spinks doth hereby for himself, his heirs, executors, and administrators, covenant with the said Hugh McDonald, his heirs and assigns, that notwithstanding any act or thing by the said J. M. M. Spinks done, or willingly or knowingly suffered, to the contrary, the said J. M. M. Spinks now hath full power to grant and convey the said hereditaments and premises unto and to the use of the said Hugh McDonald, his heirs and assigns, in manner aforesaid; and that it shall be lawful for the said Hugh McDonald, his heirs, and assigns, at all times hereafter, quietly to hold and enjoy the said hereditaments and premises without any claim or demand of or by the said J. M. M. Spinks or his heirs, or any person or persons claiming under or in trust for him, them or any of them, and that free from all incumbrances; and that the said J. M. M. Spinks and his heirs, and all persons claiming any estate, right, title, or interest, at law or in equity, in, to, or out of the said hereditaments and premises, or any of them, will at all times, upon the request and at the cost of the said Hugh McDonald, his heirs or assigns, make, do and execute such further acts and assurances for the further and more perfectly assuring the said hereditaments and premises unto the said Hugh McDonald, his heirs and assigns, as by the said Hugh McDonald, his heirs or assigns, or his or their counsel, shall be reasonably required or advised.

"In witness whereof, the said parties hereto have hereunto set their hands and seals, the day and year first above written.

"Signed, sealed, and delivered by the said
J. M. M. Spinks, in the presence of
"JNO. B. HENDERSON."

"J. M. M. SPINKS. [L.S.]

"Received from the said Hugh McDonald the sum of Five hundred dollars, being the consideration money within mentioned.

"Witness:

"JNO. B. HENDERSON."

"J. M. M. SPINKS.

"Memorandum of Agreement, made the 4th day of November, 1884, between Hugh McDonald, A. A. Green, Thomas Basil Humphreys, John Baptist Henderson, and John Patmore Walls of the one part, and S. Greer of the other part. Whereas the said parties of the first part claim to be entitled to certain property, containing 400 acres more or less, situate in New Westminster District, Group 1, as the same is more particularly described in an Indenture dated the 25th September, 1884, and made between the partners of the first part, in the following shares and proportions: The said Hugh McDonald, one undivided sixth part thereof; the said A. A. Green, one undivided third part thereof; the said Thomas Basil Humphreys, one undivided sixth part thereof; the said J. B. Henderson, one undivided sixth part thereof; and the said John Patmore Walls, one undivided sixth part thereof.

"And whereas the said S. Greer claims to be entitled to some interest in the said land. Now it is hereby agreed as follows: That in consideration of the said S. Greer withdrawing all claim on same, the said parties of the first part agree, on demand, to grant, assign, convey and set over unto the said S. Greer, one undivided eighth part of the said land. The said S. Greer to render all assistance in his power to enable the said parties of the first part to obtain a Crown Grant of the said land, and to pay his just share and proportion of the expenses connected with obtaining such grant, and otherwise connected with such land.

"The said S. Greer to be bound as to any dealings with said land by the vote and opinion of the majority of the owners of said land, and not to assign, sell, or otherwise deal with his share in same without their consent in writing, first had and obtained.

"Witness: CHARLES WILSON."

"S. GREER.

MR. ALEXANDER—I am manager of the Hastings saw-mill. There are several settlers on our leased land, who have settled without my permission. I have lived on Burrard Inlet for fourteen years. I have had a good chance to see who were occupiers of land there. I know of a few settlers there—William Mackie, W. Mackie, Jr., and Sprott. Greer was on our land; all the men I have mentioned are on our land. Sprott has not stopped on his land; only Mackie, Mackie, Jr., and Greer. There was no one living on the place where Greer went. I don't know exactly where Mackie lives; I thought that he was living at the place which Greer claims. I know that they had words about it. In December, 1883, I was told that persons were taking up claims on our land. I went down to False Creek—down to one of our camps. There was an Indian's house there and I was told that Mackie had put in stakes. I left a note for Mackie.

Mr. Alexander handed in copy of this note :—

“HASTINGS SAW-MILL, BURRARD INLET, B.C.,
“5th December, 1883.

“*Mr. W. Mackie.*

“SIR,—I hereby notify you that you are trespassing on the leasehold property of the Hastings Saw-Mill Company, and must request you to at once remove therefrom any building or other erection you may have placed or erected thereon, otherwise I shall be obliged to remove the same.

“RICHD. H. ALEXANDER,
“*Manager.*”

On my return I came to two small cleared patches; while I was there the two Mackies and Sprott came up. Mackie said he had done the chopping there. I warned him to desist, and told him I should proceed against him at law. There was nothing built there then. I put an advertisement in the paper warning people not to settle on our land.

[Paper handed in showing advertisement.]

Mackie had been allowed to pre-empt 160 acres by the Hastings Saw-Mill Company. Finally, he completed his title and sold out. One of the provisions in our lease is that any man may pre-empt 160 acres of our land on obtaining permission from us and the Governor.

To MR. HELGENSEN—I saw the two Mackies and Sprott on our land. Sprott came to the mill and I warned him. He quoted the Land Act of, I think, 1879. He said that Ross, the Immigration Agent, had told him he could take up the land he had. Between thirty and forty other people put up stakes and made applications. Greer was on the Indians' land—at least, I think so. In April I found that on False Creek, below lot 200, a piece had been sold to Russell. It is there that our lease begins. There were several stakes in our clearing down there; one, I presume, belonged to Sprott; he had put up a house there. One stake was marked “McP,” and another, “W. M., Jr.” and “G. H. S.” There was a small garden by the houses put up by W. Mackie, Jr. I never saw any of these men up there again. While Mackie was away Greer went up. The first I knew about Spinks being there was that he came and asked me if there was any land to be taken up. I told him there was none on English Bay, but that there was some on the North Arm. He said he would go there, but I found that he went to False Creek. I then found that he had settled on this place of the Indians'. Greer brought me a cheque from Spinks for \$100 and asked me to cash it. He had not bought the Indian out then. I then warned him and I told him that the Indian was only there on sufferance. The Indian was first living at Rogers' camp; this was an old logging camp. Where Greer is, there is this Indian's house and, I think, another. There are a few fruit trees by the Indian's house. The Indian Charley was working for Rogers. I saw Charley and told him that the land was not his. He said, “I know that.” He was afraid some one would turn him out, so he thought he had better take \$125. The buildings are made of mill lumber. There is no vacant land between the Indian Reserve land and our lease. Our lease, I think, is for 13,000 or 14,000 acres.

To MR. CUNNINGHAM—Mackie got the consent of the Hastings Saw-Mill Company, and there were two or three others who did the same. They were: Lockhart, J. Bone, B. Preston, and S. Preston. None of these ever took up their claims. I think Lockhart's was formally cancelled. The land was all surveyed when the lease was given. The land where Greer is is timbered; I don't think there is any farming land in the lease. There is lots of timber left by us which would pay for taking out. There is a great deal which would be suitable for railway ties. Some time last summer I tried to make an arrangement with the Chief Commissioner of Lands and Works, by which I was willing to give up some of our land before the expiration of the lease, in exchange we could get the lease for the rest extended. I don't think there is any farming land in the lease. When I heard that Greer had bought the Indian's title I spoke to the Indian Commissioner (Powell) about it, and he said that the Indian had no title. I know that this Indian was not living there when I first knew him; he claims his share in the Indian Reserve. I have instituted a suit against the two Mackies and Sprott. Mackie was supposed to be in possession of Greer's place. The case against the Mackies and Sprott is now pending.

RICHD. H. ALEXANDER.

JOHN M. STEWART—In July, 1883, I went to work on the Fraser. I asked Ross, the Immigration Agent, of New Westminster, about False Creek. I sent an application to Mr. Trutch. There were three of us—my brother and another. We located, and then made application. We have been there ever since, and have put up houses. Last May or June I saw a notice in the paper about the land being given back to the Local Government; so I applied to have the claim recorded by the Local Government. I asked Mr. Walls to do this for me, and he said he had. He did not tell me what was the nature of the reply. I made application to both Governments. I have cleared about five acres; I am putting up a large house, and then shall bring out my family. Each of us applied for 160 acres. The lot is supposed to be on the Hastings Saw-Mill Company's land. Ross told me to apply to the Dominion Government. I knew it was leased land. I refer to the Land Act of 1875 or 1877. The value of my improvements is three or four hundred dollars. Mr. Walls said he could get a reply; he never told me it was all right. No one has troubled me; we are the only people, except the Mackies, who live there. I applied December 8th, 1883.

To MR. DUNSMUIR—Ross told me it was leased land; he gave me the Land Act to read.

To MR. WILSON—I went to Ross for information; he told me as far as he knew, it was, although leased land, as much open to settlement as any other land in British Columbia. In support of this he showed me the Land Act. I don't think Ross told me that the lease was granted prior to the passage of the Act. I don't think that was discussed between us at all. The mill company have cut the timber off the land; roads all through it, nearly cleared of timber of commercial value, even for railroad ties. I have a fairly good idea of the mill Company's leased land; I think about two-thirds of the timber is cleared off the lease. There is some smaller timber—hemlock, and all kinds.

To MR. WILSON—I think the Act misled me, as I thought it did not exclude the Hastings Saw-Mill Company's lease from its operation. I thought the Hastings Saw-Mill Company's lease was in the same position as any other, and within the Act.

To MR. HELGESEN—I also thought that a settler had a right there if the timber was cut off.

To MR. SEMLIN—I never was notified that I was a trespasser.

To MR. CUNNINGHAM—It is not prairie, but is burnt land, cedar and fir stumps.

To MR. DUNSMUIR—Mr. Alexander once told me in conversation that I was on the leased land of the Hastings Saw-Mill Company; this was some time after I went there. I understood from him I was in the same position as Mackie and others.

To MR. HELGESEN—I should think the timber was cut four or five years ago.

JOHN M. STEWART.

COLIN C. RALSTON—I took up Lot 9, Block III., Granville, last March. I applied in New Westminster and Victoria. I got no answer from New Westminster. Mr. Trutch sent me the usual circular. I sent down to Mr. Walls asking him to see about it. I am not on the lot now. I cleared out the lot. I have not built a house. I live in Granville. I work in a logging camp. I have put in about \$75 of improvements. I have no family. I have had peaceable possession all the time. I want to buy the lot when it is put in the market. I have had no communication with anyone else. I don't know what I would give for the lot. It is 200 yards from the water. Most of the front lots are taken up. There are about 25 persons making improvements.

COLIN C. RALSTON.

ISAAC J. HAYDON—I claim a town lot at Granville. I came down from the mines and looked for a spot to build a house on. I got Mr. Vowell to find out if there were any claims on the lot. He said not. So I cleared it and built my house on it. The house is large enough for two men to live in. It cost \$150. There are stumps on the land. I have been sick in bed most of the time. I thought if I built a house I should be able to buy the lot when it came in the market. I entered upon the land January, 1884. No one was in possession when I came. I have had peaceable possession. It is Lot 10, Block III.

To MR. DUNSMUIR—I went to New Westminster to see if the lot was for sale, and they said not.

I. J. HAYDON.

MICHAEL GANNON—I am mining just now. I have a mining claim on Burrard Inlet, which I located last March. It is a mineral claim—quartz lead. I hold the claim under the mining Act. I have recorded it. I recorded the claim in New Westminster with Warwick. I have had no notice from any officials. I have worked at it while I could. I got leave of absence from Mr. Smithe last summer for three months. I got further leave from New Westminster. Mr. Smithe refused to give me any further leave. I first recorded the claim 13th March, 1884. The claim is at the lower end of Granville. I had the ore assayed at San Francisco, and was told there was gold and silver in it. No one else claimed before me. I have got a Free Miner's license. I took up the claim for mining purposes. I told Mr. Alexander that if I was an obstruction to Government I would get out. I believe it was not Government land. It is 1,500 by 600 feet on the beach. I have spent about \$200 on the claim, besides my time.

To MR. HELGESEN—Mr. Mannion told me I had better get out. My things are still there. My claim is east and west in length.

MICHAEL GANNON.

After hearing all the evidence produced, the meeting adjourned until Wednesday night, at 7:30 P. M.

MINUTES OF MEETING OF SELECT COMMITTEE HELD ON 28TH JANUARY, 1885.

Present, Messrs. Wilson, Helgesen, Semlin, Cunningham, Dunsmuir, and McTavish.

Messrs. Humphreys, Stewart, Ralston, Gannon and Haydon appeared and signed the evidence already given by them.

Charles Stewart, Malcolm Matheson and J. H. Gillespie were then examined.

CHARLES STEWART—

To MR. WILSON—I have taken up land at Burrard Inlet. My land is on False Creek, on the south side. I have made application to pre-empt. I applied to Mr. Trutch; I got the usual circular in reply. I did not apply to anyone else. I went on the land December, 1883. My brother took up land near me. I have taken no other steps to perfect my title. I saw Ross, the Immigration Agent, and he advised us to go on the land; he thought it was open for settlers. I don't know whether he *knew* or not. I was with my brother when we saw Ross. Most of the conversation was carried on by my brother. I have put up a house and cleared some land; I don't know exactly how much, two or three acres. I should think; some of it is quite cleared, and fit for agriculture. My house is 12 feet by 16 feet; I live there alone. I have not actually been there ever since I took it up, but I have been there, on and off, all the time. I have worked for Fraser & Gillespie. I have not been working for them continuously. The logging camp is close to my place. I made most of these improvements when I was out of work, and some in my spare time, when I was at work. My improvements are worth about \$300 or \$400. I have about 1½ acres really fit for the plough, and about 2 more acres partly cleared. There are a few stumps on that part which is cleared. The timber had been burnt some years before I came there. There are some cedar stumps. I don't think the timber has been chopped, but there is nothing to show.

To MR. HELGESEN—No one has ever told me to move off. I have had peaceable possession ever since I went on the land. That is since December, 1883.

To MR. WILSON—I thought the land was the property of the Dominion Government. Ross told me it was like other lands in British Columbia. I understood from that, that it was open for settlement. Ross told me that it was open to settlers, as far as he knew. I claim 160 acres. I understand 160 acres was the amount allowed for settlers. I understood Ross was Immigration Agent; I did not know he was Provincial Agent. I understood he was a Dominion servant; I never applied to the Provincial Government. I heard that this land had been given to the Provincial Government. I took no steps to notify the Provincial Government. I understood that if the land were given over to the Provincial Government, my application would be given too. This was my own idea. This land is worth about \$200 an acre to clear, taking out stumps and all.

To MR. CUNNINGHAM—I don't know how much of it is like that.

To MR. SEMLIN—That would apply to the alder land.

To MR. DUNSMUIR—I had done some work before I got Mr. Trutch's circular. My improvements are all on my own place. My brother's house is further back in the woods; there are three of us; we have each a claim. I know Mr. Alexander. He never spoke to me about my claim. I saw his notice in the paper, warning settlers.

To MR. HELGESEN—I saw the notice after I had settled.

To MR. WILSON—I never was given a copy of the Provincial Land Act, until the winter of 1883-84, I read it.

CHARLES STEWART.

MALCOLM MATHESON:—

To MR. WILSON—I have located on Burrard Inlet, 160 acres. I came to the country in the fall of 1883. I intended to make my home in British Columbia. I went to work; I made enquiries about land; I went with the Stewarts to New Westminster, and the three of us saw Ross. He told us that the Hastings Saw-Mill Company had a lease to the land, but that that did not debar settlers; he said that this land was open the same as any other in British Columbia. I knew that it was Dominion land. We got the Land Act from Mr. Ross. I did not understand it very well, for I am not much used to such things. We all four looked through it, and there seemed to be nothing to prevent our taking up the land.

[Mr. Wilson then handed the witness the Land Act, 1884.]

To MR. WILSON—I have not read the Act right through. When we sent in our claims I thought it was all right. I relied upon what Ross said. I had a copy of the statute. I know we were satisfied at the time. We thought that the only thing which was at all against us was the Hastings Saw-Mill Company's lease. We were told that they could not take the land, but only the timber. Ross told us that the Hastings Company had the timber, but that the land was open to settlers. We saw Ross December 1st, 1883. He told us this with respect to land in British Columbia generally. He supposed this land was open the same as any other land in British Columbia.

To MR. CUNNINGHAM—Ross told me that this land was supposed to be open to settlers, the same as other leased lands.

To MR. WILSON—I built a house in December, 1883; I have added improvements since. I have a family there. My house is 13x18, and there is a kitchen attached. I have worked in other places. My family has been there since November 1st, 1884; they came out on June 20th, 1884. I don't remember reading the Land Act through. After going on the land I applied to Ross, and the same day sent a copy to Mr. Trutch.

To MR. CUNNINGHAM—I don't know if Ross told me to apply to Mr. Trutch. We got most of our information from Ross.

To MR. WILSON—I commenced working in the fall of 1883. During that time I never was off the place.

To MR. SEMLIN—When working for Gillespie I was not in my own building.

To MR. HELGESEN—I have never been away from the place since October, 1883.

To MR. CUNNINGHAM—At first I worked on the Fraser river. While I was working there I was not on the place. I did not sleep there, but the house is close to the camp; I seldom missed a day without doing something on the place.

To MR. HELGESEN—C. Stuart's family was coming out this fall, but for some reason did not. J. Stuart has built a house; he is moving it and has built a larger one. We all have families.

To MR. WILSON—I have cleared some of my land, and chopped down the trees on a good deal of it. There is not much fit for the plough yet; I have a small garden round the house. I have had no crop yet. I have done no fencing yet except a little at the end of the house. I have been splitting cedar to make fences of.

To MR. HELGESEN—It would not pay me to take less than \$300 or \$400 for my improvements.

To MR. WILSON—A logging camp is generally a camp of houses. Houses are provided for the men. In some cases men build their own houses, when they prefer to live alone. Sometimes the Company gives them lumber.

To MR. DUNSMUIR—I never had any conversation with Mr. Alexander.

To MR. CUNNINGHAM—I believe that this fall Gillespie took some logs off the outskirts of my place.

To MR. SEMLIN—Alexander never warned me personally not to settle on the Hastings Mill lease.

To MR. DUNSMUIR—I knew from common report that there was a lawsuit pending against Mackie. I don't know whether Mackie told me or not. Alexander did not take the same steps with me. I don't know why he did not; I don't think he is a man to show any favour. Gillespie might put up a house anywhere he liked. I don't know whether Alexander left us alone because we were working for him. My kitchen was away from the camp. I was told there would be a road past the place where it was. When the road was made I moved the kitchen. No one came there; it had nothing to do with the camp.

To MR. HELGESEN—Alexander must have known that we were located. I have one hog on the land.

To MR. WILSON—I have taken no steps to bring my claim forward. I saw the notice of the land being given over to the Provincial Government, and thought that my claim would be given with it.

MR. WILSON asked—How is it that you thought this was Dominion land? *Ans.*—There is some passage

in the Act which led me to suppose it referred to Dominion lands. I forget what I thought of this at the time.

TO MR. DUNSMUIR—When I saw Alexander's notice I did not think that I was encroaching on the timber rights. I knew that Mackie was on the same footing. I had taken my claim before that notice appeared; in fact, I am not sure that I had not built my house. The report was that there would be a lawsuit against us all. I was surprised that I should have been led into such a position. I never thought of asking Alexander about this. I had written to my family to tell them that I had a place ready for them.

TO MR. CUNNINGHAM—I think Ross did what he was told to do.

TO MR. DUNSMUIR—There is no one but me interested in this land.

MALCOLM MATHESON.

JAMES H. GILLESPIE—I have taken up a town lot in Granville—No. 15, Block III. I took it up last April. I built a house on it, and took possession of it. I applied to Ross at New Westminster, but he would not enter it. He was in the Land Office at the time. I have been in the country since 1868. At the Land Office they said they could not enter it, that is, my claim. So I came down here, and Mr. Theodore Davie said he would see to it. I have built a barn and house. I am living in the house.

TO MR. CUNNINGHAM—The improvements, including house, &c., cost about \$1,200.

TO MR. WILSON—I supposed it was Government land, and that when it came into the market I should be able to purchase.

TO MR. DUNSMUIR—I don't know how much I would be prepared to give for the place.

TO MR. CUNNINGHAM—It is three blocks from the water. When I first took it up I thought that the Government had laid the town out in Crown Colony days. The lot was not for sale. I built two other houses on Lots 10 and 11, Block V. I put them up for my men. They cost about \$50 each. They are about a block from my house.

TO MR. DUNSMUIR—It was in April, 1884, that I took up the lots.

TO MR. WILSON—It was about three weeks after I put men on the lot to clear (that was early in March) that I went to New Westminster about it. I don't know whose land it was. I thought there was some doubt about it, and that is why I took the risk and built there. I only want to have the chance of purchasing, that is all. I built the two small houses for the accommodation of the men when out of employment.

TO MR. SEMLIN—I don't know whether John Jacklin has a lot nor Nelson Hyorth. There is a man named Masheter, from Cassiar, came there about three weeks ago. They might be there and I not know it.

J. H. GILLESPIE.

The Chairman read a communication from R. H. Alexander, on behalf of the Burrard Inlet Saw-Mill Company.

Moved and seconded, That Dr. Powell and Mr. J. C. Hughes be requested to attend at the next meeting of the Committee, for the purpose of giving evidence. Carried.

Moved and seconded, That the Committee adjourn until to-morrow, at 7.30, p.m. Carried.

G. C. McTAVISH,
Secretary.

CHARLES WILSON,
Chairman.

FOURTH MEETING, 29TH JANUARY, 1885.

Present, Messrs. Wilson, Helgesen, Dunsmuir, Semlin, Cunningham and McTavish.

On reading the minutes of preceding meeting, it was observed that the attendance of Mr. Agassiz and the Rev. Mr. Ditcham had not been noted. These gentlemen appeared for the purpose of pressing a claim outside the boundaries of the land proposed to be conveyed to the Railway Company, and it was decided that the Committee could not entertain their claim, their inquiries being limited to land proposed to be conveyed to the Railway Company.

Moved by Mr. Cunningham, seconded by Mr. Semlin, that the minutes be adopted as read. Carried.

Messrs. I. W. Powell and J. C. Hughes were examined. J. M. Stewart was recalled and re-examined.

DR. POWELL—

TO MR. HELGESEN—Some time ago I had an application sent to me by Mr. McTiernan. He sent me what was supposed to be an agreement between S. Greer and an Indian, who had some improvements on some land near Burrard Inlet. McTiernan asked me for instructions, saying that Greer had offered to pay the Indian a certain sum of money for his improvements. McTiernan wanted to know if he was to go to the meeting between Greer and the Indian and see the money paid over.

TO MR. CUNNINGHAM—He proposed to get the money for the Indian.

DR. POWELL here read his letter in reply, and handed a copy to the Committee, which is as follows:—

“289. M.

“INDIAN OFFICE,

“Victoria, 18th Nov., 1884.

“SIR,—In reply to your letter of the 17th inst., and in accordance with the request contained therein, I beg to return the document or agreement by which it is intended Indians living upon certain lands outside

their Reserve at Burrard Inlet should, in consideration of \$100, resign all their right thereto to Mr. Samuel Greer.

"My opinion is that the Indians having no legal right to the land referred to, it is not a matter in which you could take any official part.

"You could not attend the meeting proposed, as the Indians have nothing to convey. If the Indians choose to sell their improvements, *which are not located on any land reserved for them*, it is not a matter for your action or interference.

"I have, &c.,

"Mr. P. McTiernan,
" &c., &c."

(Signed) I. W. POWELL,
"Supt. Ind. Affairs."

To MR. DUNSMUIR—I have been connected with Indian affairs for about thirteen years. I have never directly known of an Indian having a pre-emption claim. I believe there is one at Sooke, but he had special permission from Government. I don't know that even this land was pre-empted. It was not while I was Indian Commissioner.

To MR. WILSON—The law that allows Indians to pre-empt is the Land Act of the Province. Indians often go and squat on land. The reason is that they can get work somewhere near. They often settle near a logging camp or other place of industry. I know of many such cases.

To MR. DUNSMUIR—This would not give him a title. An Indian knows very well what his rights are, and he would not sell 160 acres for \$100 if he had any right to them. I have seen this land; I have seen improvements there. I was last there in August. I don't know that I was on the particular piece of land. I did not notice how much was cleared; it is a small patch.

To MR. HELGESEN—I was not on this land; I was on the Indian Reserve. I don't think I can point out the exact location on the map, of this piece.

To MR. CUNNINGHAM—Mr. McTiernan had no authority to interfere. I presume he acted under a misconception, if he did so. He perhaps thought it was his duty to act for the Indians whether on a reserve or not. I wrote telling him I had been informed that he had taken an interest in this matter, but he had no authority to interfere. I think he has not taken any action in this matter since he received my letter.

To MR. DUNSMUIR—I don't think there could be any legal conveyance from the Indian to Greer. The Indian Reserve at False Creek is about 80 acres. It is only a small one for a few Squamish Indians. There is no other one in that neighborhood.

To MR. CUNNINGHAM—This land which was supposed to be sold is not in the reserve. It was not in the power of the Indians to convey.

To MR. HELGESEN—It is very possible that the Indian has lived there for a long time, for he has been employed about the camps.

To MR. CUNNINGHAM—I know all the reserves in the country. If this land claimed by Greer had been an Indian Reserve it could not have escaped my notice.

To MR. SEMLIN—I never heard of Mr. McTiernan ejecting white men from this land. He once spoke to me about this affair of Greer's. He said that the Indian had improvements and that someone wanted to buy the land. I did not know then what particular land was referred to. I told him he would have enough to do in taking care of the Indians on reserves.

To MR. DUNSMUIR—I know now that the land in question is within the Hastings Company's lease.

To MR. SEMLIN—If whites had been ejected I should have been informed, as head of the Indian department here.

To MR. CUNNINGHAM—The agents always report to me any action they may take. They cannot take any action without reporting to me. There is nothing to prevent Indians selling improvements. An Indian in this country can get work in many ways, and generally finds employment in connection with the various industries.

To MR. WILSON—I had no special knowledge of Indian affairs before I was appointed Commissioner.

To MR. DUNSMUIR—Indian affairs had often come under my notice as a member of the Legislative Assembly.

To MR. WILSON—I don't know that Indians were ever allowed to purchase from the Crown, except in way I have stated, in accordance with the Land Act.

To MR. HELGESEN—I know of titles having been bought up from Indians by Sir James Douglas—or Mr. Douglas, as he was then. He made treaties with several tribes and bought them out. He made no treaties on the mainland that I am aware of. He, as head of the Hudson's Bay Company, made agreements with these tribes and they gave up lands to the Hudson's Bay Co.

To MR. CUNNINGHAM—Indian claims to lands have never been recognised in British Columbia in any other way. Indian titles have been recognised by the Dominion Government in some of the other Provinces and by the Imperial Government, but these matters were managed differently in British Columbia.

To MR. WILSON—For such a statement I get my authority from the history of the Indian question here, and from the correspondence between Sir James Douglas and the Secretary of State for the Colonies. I don't know of any other place where the same custom prevailed in regard to lands.

To MR. DUNSMUIR—It is the prerogative of the Crown to deal with Indians; I don't think any person could negotiate with an Indian for land without consent of the Crown.

To MR. WILSON—A private individual could not treat with an Indian in respect of Indian lands, because they are held by the Crown in trust for the Indians. An Indian could buy or sell if he got a pre-emption grant. I don't know anything to prevent an Indian buying land. There is no law for an Indian to deal with public lands.

To MR. DUNSMUIR—An Indian has a right to buy and sell land. There are instances of Indians buying land for themselves on the mainland.

To MR. WILSON—There have been a few treaties made with Indians by the Hudson Bay Company, but generally speaking, the title to all lands originally is acquired by the Crown by occupation, treaty or otherwise.

To MR. SEMLIN—Mr. Douglas, as previously stated, made certain treaties which set apart some lands for Indians. Some land was set apart for Songish Indians, for instance, near Victoria, on condition of their giving up certain other lands. This was when Mr. Douglas was Governor of the Hudson Bay Company. I think these arrangements were made for the Hudson Bay Company. Mr. Douglas acted for a time in the dual capacity of Governor and Manager of the Hudson Bay Company. When Governor he, no doubt, acted under the direction of the Colonial Office.

To MR. SEMLIN—I think Mr. Douglas signed treaties as acting for the Hudson Bay Company.

I. W. POWELL.

JOSIAS CHARLES HUGHES—I am living in New Westminster. I know the lands claimed by settlers in the neighbourhood of Burrard Inlet. I have been nearly 23 years in the vicinity. I have lived in Burrard Inlet for nine years.

To MR. HELGESEN—I have acted as Government Agent. I have had many applications by settlers for pre-emptions—some for town lots, and some for purchase without pre-emption.

To MR. DUNSMUIR—I always said these lands were not open. I had received notice from the Land Office to this effect—accompanied by a map.

I have known S. Greer for 16 years. I know the land he claims. I have often been on this land, years ago. I was there in 1862. I don't know if there were Indians there then. Indians have lived on False Creek as long as I can remember. They have often changed their places of residence. They always settle near a camp, because they can get work.

To MR. DUNSMUIR—I remember S. Preston. There were five men who got leave from the Hastings Company to pre-empt land under their lease. These men were S. & R. Preston, Lockhart, W. Mackie, and James Bone. W. Mackie was the only man who ever complied with the Act and got a Crown Grant. He sold his land; it is now known as Lot 472.

To MR. WILSON—Greer's land is near English Bay.

To MR. DUNSMUIR—I heard about Greer buying the claim from the Indians. I never recognized the right of Indians to hold land. They had rights to their reserves.

To MR. WILSON—I was made Government Agent in 1878. My official knowledge does not go farther back than 1878. The Pre-emption Act did not consider the rights of Indians, except the old Act of 1865.

I know of four distinct reservations on this land of the Hastings Mill Company:—

- (1.) By the terms of the lease, in the year 1865, this land was reserved from pre-emption, except by leave of the Hastings Mill Company.
- (2.) In 1874, by special Order in Council.
- (3.) In August (I think) 1878, a reserve was placed on this land for Railway purposes.
- (4.) On the return of the land by the Dominion Government, there was notice given that this land was reserved—in April or May last year.

To MR. DUNSMUIR—I am sure the land is not open for pre-emption. This is matter of record.

To MR. HELGESEN—I cannot be sure how long Indians have lived on this land. The first time I went there, Indians were there. I don't know how much timber has been cut off. I don't think it is possible to estimate, except by the books of the Saw-mill Company.

To MR. CUNNINGHAM—I have been all round this land. It is fit for farming when it is cleared. Just as much as the land about New Westminster City. The cost of clearing such land I should estimate at over \$250 per acre.

To MR. HELGESEN—There are small spots in Greer's land which are good.

To MR. WILSON—I was ashore there three months ago.

To MR. CUNNINGHAM—I have known prairie lands sold for \$20 and \$25 per acre, and Ladner sold some for \$200 per acre for canneries. Dr. Chisholm paid \$2,500 for 16 acres and house.

To MR. SEMLIN—I know the town site of Granville; it is heavily timbered. It would cost at least \$250 per acre to clear it.

To MR. DUNSMUIR—I knew Lockhart well. He had abandoned his pre-emption land before I was appointed agent. I was agent when he died. He never laid any claim to his place while I was agent. New Westminster records will show something about Lockhart's claim. I know the two Prestons. Sam Preston left, then came back, and then went away again. I don't know the exact spot of Sam Preston's claim. It was abandoned long ago. R. Preston lays no claim. He never paid any taxes upon it during the six years that I was agent.

To MR. WILSON—I only know generally about the improvements in Granville. I know that there have been improvements made.

To MR. DUNSMUIR—Last time I saw Bone he was working for Sayward. His land was never rated for taxes by me, and he has no certificate of improvement.

J. C. HUGHES.

J. M. STEWART recalled:—

By MR. WILSON—Ross showed me a copy of the Provincial Land Act. He did not give me a copy to take away. Have not had a copy myself. He told me it was the last Act that was passed. I think he pointed out the passages in the Act, but am not sure. I went to hunt timber leases in it, the first thing. I did not know it was Dominion land. I wrote to Trutch because I was advised to do so by Ross. I come from Prince Edward's Island; that is my birthplace. I know that there is both a Dominion and Provincial Government. Ross told me Trutch was Dominion Government Agent. I don't remember whether or no Ross told me that the Land Act he showed me was a Dominion Act or a Provincial Act. On looking at the Consolidated Statutes I think it was the Land Act, 1875, that Ross showed me. He showed me Section 41. I thought it was all right when I was guided by Mr. Ross. I borrowed a copy from a neighbour two or three weeks after. This was the first time I had a copy for my own perusal. I had it a day or two. I did not look at it much. I relied on Ross not misleading me, as he was a Government Agent. I did not know whether Ross was a Dominion or Provincial Officer. While I had the Act in my possession I only read the

part referring to timber leases. I never read either the beginning or the end. I thought that the land being locked-up in British Columbia, the Dominion Agent was the person to apply to.

By MR. HELGESEN—Did you ever see any pamphlets issued by any Provincial Government inviting emigration to our shores? *Ans.*—I have seen such a one before I came here. It was my inducement to come here. I thought the Province would deal fairly with me.

To MR. DUNSMUIR—I sent word in to Walls to make application for me. He told me that he had an answer, but he could not find it. I posted no notices either on Court House or elsewhere, only my name on the stakes. I was not afraid to post a notice. Ross did not say anything about posting notices. I was told to drive stakes.

To MR. HELGESEN—Ross told me to stake the land as nearly correct as I possibly could.

To MR. DUNSMUIR—I remember reading Sections 41 and 46. I don't remember reading 43 and subsections.

JOHN M. STEWART.

The evidence of Messrs. Matheson, Chas. Stewart, and Gillespie was read to them and signed by them.

Moved and seconded that the Committee adjourn till Saturday, the 31st January, 7.30 P. M. Carried.

CHARLES WILSON,
Chairman.

MINUTES OF MEETING OF SELECT COMMITTEE, HELD ON SATURDAY, 31ST JANUARY, 1885.

Present—Messrs. Wilson, Helgesen, Cunningham, Dunsmuir, Semlin, and McTavish.

Moved by Mr. Cunningham, seconded by Mr. Semlin, that the minutes of the previous meeting be accepted as read. Carried.

Mr. Walls' evidence was read to him and signed by him.

Mr. Walls handed in a copy of conveyance from Hugh McDonald to A. A. Green and others.

Mr. J. Orr stated to the Committee that he claimed three (3) town lots at Granville, and asked to be heard with regard to his claim at some future date.

The Chairman informed Mr. Bole that the Committee had no power to hear him as Counsel, but could only so hear him by petition being presented to the House by his clients.

Mr. Bole asked the leave of the Committee to delay hearing his witnesses until Monday.

Moved by Mr. McTavish, seconded by Mr. Semlin, that the Committee meet Mr. Bole, at 11.30, A.M., on Monday, 2nd February. Carried.

Mr. R. H. Alexander's evidence was read to him and signed by him.

Some further testimony was given by Mr. Alexander.

MR. ALEXANDER re-called.

To MR. HELGESEN—I could not say but what the Indians have been on the land claimed by Spinks for the last 30 years.

To MR. DUNSMUIR—I know two brothers of the name of Stewart, and one man named Matheson. I don't know that they are on the Company's land at all. I know they have been working in our logging camp, and not, to my knowledge, occupying land. I have been told that one of the Stewarts claimed land on the lease close by our logging camp.

To MR. HELGESEN—I knew this within the last few months. Don't remember taking any steps to verify my information. I think I had a conversation with him (Stewart) about it.

MR. HELGESEN—Is Stewart's claim an injury to the lease? *Ans.*—I don't really think he has done anything at all. He was a workman on our property, although not directly working for us.

To MR. CUNNINGHAM—I don't know but what the Indians have been in possession of the land claimed for the last 15 years.

To MR. DUNSMUIR—When I began the lawsuit against Mackie and others, I did not know there were other trespassers, or I would have taken the same steps. I was aware that a great many sent in applications that never remained on the land.

To MR. SEMLIN—I cannot tell the value of timber on lots claimed by settlers, not knowing where they are located.

To MR. DUNSMUIR—It is dangerous for settlers to come on that land now, from fire in their clearing, and if they made improvement I might want a road through.

To MR. WILSON—The damage would depend upon the amount of timber destroyed; the rental has nothing at all to do with it.

To MR. SEMLIN—Timber on the land has repeatedly suffered by fire, roads and logging works also; fire is possibly caused by carelessness—men dropping matches, and other causes.

To MR. DUNSMUIR—Prevention and checking fire has caused expense.

To MR. CUNNINGHAM—Increase of settlement would increase our risk greatly.

To MR. WILSON—It follows that I am opposed to settlement on that lease most decidedly.

To Mr. CUNNINGHAM—If the timber is burnt off the land is useless.

To Mr. McTAVISH—Lot 472 is the piece of land pre-empted by permission. Timber for milling purposes was not cut when pre-empted. It contains 160 acres.

To Mr. HELGESEN—The whole of the land in the map colored pink is included in our lease.

To Mr. WILSON—I think timber has been pretty well cleared off the front of Walls' claim. I never went in there really, and am not sure.

RICHD. H. ALEXANDER.

“HASTINGS SAW-MILL,

“Burrard Inlet, B.C., 6th December, 1883.

“SIR,—I beg hereby to enter objection to the recording in your office of any pre-emption or homestead claims of land comprised within the limits of the Hastings Saw-Mill Co.'s lease, as under the terms of such lease the same is not open for settlement.

“I have, &c.,

(Signed)

“RICHD. H. ALEXANDER,

“Manager.

“To the Hon. Jos. W. Trutch, C.M.G.,

“Dominion Govt. Agent, Victoria, B.C.”

Mr. Ross was then examined, and handed in some maps and letter of instructions he had received from the Government.

WILLIAM ROSS:—

To Mr. WILSON—I am Provincial Immigration Agent at New Westminster. My duties are to encourage the settlement of the lands of the Crown. I show settlers where to go; I guide them in the selection of land. I know John M. Stewart. I remember him coming to me for advice in respect of location. He came to me about a year ago; he came to my office; he spoke to me concerning this piece of land he now claims. I was not aware then, nor indeed am I now, that timber leases are not open for pre-emption, according to the Provincial Land Act. J. Stewart made application for land. I accordingly entered his application in my book, so as to know what lands are taken up and what not. I told him to mark his land out with stakes and to make a sketch of it, a copy of which was to be left with me and a copy to be sent to Mr. Trutch. I think he did this. I received my instructions as to my duties from Victoria, in writing. I cannot find the special instructions I received when I was appointed.

Mr. Ross here handed in a letter.

“VICTORIA, B.C., 21st April, 1884.

“SIR,—I beg to enclose herewith, by request of the Hon. the Provincial Secretary, for your information and guidance in placing settlers upon railway lands, a map of New Westminster District, tinted to designate those lands which have been alienated by the Provincial Government and those which have been handed over to the Dominion Government, the latter being, of course, the only surveyed lands available for settlement in the District.

“I have, &c.,

(Signed)

“W. S. GORE,

“Surveyor-General.

“Wm. Ross, Esq.,

“Immigration Agent, New Westminster.”

My instructions were general, and referred to all Crown lands on the Mainland. My instructions authorized me to locate settlers on any Crown lands open for settlement, for they were quite general. My general instructions were “to settle settlers on any lands open for settlement.”

MR. WILSON—Did you get any instructions as to which lands were open for settlement? *Ans.*—My instructions on April 21, 1884, were to locate settlers on any unoccupied lands on the Mainland. We have books of record at New Westminster; these were at my command for reference.

MR. WILSON—Did you know that these lands at Burrard Inlet were reserved by the Dominion Government? *Ans.*—I knew that they were all in the Railway belt.

MR. WILSON—Did you also know that Mr. Trutch was the person authorized to deal with them? *Ans.*—Yes. There are no Dominion regulations with regard to land except the Dominion Land Act, which, I maintain, does not apply to British Columbia.

Mr. Ross handed in a pamphlet and postscript:—

“POSTSCRIPT.—Since this work came from the press, the Island Railway (between Victoria and Nanaimo) has been placed under contract, and the valuable lands within the railway belts, both on the Mainland and Island, for so many years locked up, have been thrown open to actual settlers at the nominal price of one dollar an acre, thus presenting a splendid field for immigrants in search of desirable homes.”

That postscript strengthened my hands, because I could then tell settlers that they could have land at \$1 per acre. The postscript was sent me about five or six months ago. I had a great number of these pamphlets and postscripts for distribution.

MR. WILSON—Did you refer Stewart to Mr. Trutch? *Ans.*—Yes; and I told him that the land he was taking up was part of the Hastings Saw-Mill Co.'s lease. Copies of the Provincial Land Act were sent me; in reference to timber leases I find no exceptions made. I did not know the date of the Hastings Saw-Mill Company's lease.

MR. WILSON—Did you read the Dominion Land Act over? *Ans.*—I don't think I ever did.

MR. WILSON—How came you to think that Dominion lands were governed by the Provincial Land Act? *Ans.*—It was the only thing I had to go by. I showed Stewart the Provincial Land Act and told him to read it for himself, and be guided by it. I did not know that the Dominion Land Act applied to British Columbia. I thought that there would be nothing done with regard to Dominion lands until the Dominion survey was complete. When I referred Stewart to leases I thought that the Provincial Land Act governed them, to a certain extent.

MR. WILSON—Did it not strike you as strange that you should refer settlers to the Dominion Agent, when his name did not appear in this Provincial Act? *Ans.*—No.

MR. WILSON—Did it not seem strange to you that the Provincial Act should govern Dominion lands? *Ans.*—Yes; but what was I to do?

MR. WILSON—Have you seen any of the former Provincial Land Acts? *Ans.*—Yes; I have been pretty well acquainted with the Provincial Land Acts for twenty-five years. I cannot say from my own knowledge if former statutes dealt with timber leases.

MR. WILSON—Did you ever enquire the date of the Hastings Company's lease? *Ans.*—No; I knew it had been standing for about twenty years. It never struck me that the lease might have been granted before there was any Act dealing with timber leases. I never had any instructions upon this point.

Mr. Ross gave in copy of letter dated December 6, 1883, and telegram:—

“VICTORIA, December 20th, 1883.

“To Wm. Ross, New Westminster:

“I am afraid you have committed a serious error in encouraging people to go on lands under timber lease.

“JNO. ROBSON.”

To MR. WILSON—I have never since the date of that telegram encouraged people to go on the land covered by the Hastings Mill lease. These transactions with the Stewarts and Matheson took place before the date of these communications.

MR. WILSON—Could you give us a list of those persons you advised to go on this land before December 6th, 1883. *Ans.*—I will get a list. I have no record of J. M. Stewart's claim. I don't remember advising him; he came and told me he had taken up land.

MR. WILSON—Can you say if you led Stewart to believe that these lands were open for pre-emption? *Ans.*—The only way I could have done so was by reading the Provincial Land Act. Stewart's brother and Matheson were with him. All I did was to read the Provincial Land Act to them, and refer them to Mr. Trutch. I led them to believe that we had no Act but the Provincial Act to guide us. I was led to believe that the Dominion Land Act was to be based upon the Provincial one.

I know of five or six claims taken up fifteen years ago. These have all been abandoned but one. I found this out from the records in the Land Office. These claims, with the exception of W. Mackie's, were all afterwards abandoned.

The names of the men who took up these claims are: W. Mackie, W. Mackie, Jr., Donald McPhadden, John Sprott, Alexander Johnson, and J. W. McMillan.

These claims were re-located 19th or 20th November, 1883. I did not advise these men to do this. I located them under my general instructions. I only took their records and entered them in my book with sketches, of which I told them to send copies to Mr. Trutch. The object of making these entries is that I may be able to show settlers which lands are open. The claims I have just mentioned are all on False Creek or English Bay. I cannot point out the exact original locations on this map; I could point them out on the maps in New Westminster.

To MR. DUNSMUIR—I think the present locations are, as near as I can remember, on the old ones. I cannot vouch for the accuracy of the map I referred to. I thought the unoccupied lands all over the country were open for settlement.

Mr. Robson wrote to me telling me I had made a mistake in settling men on these lands. I then wrote to him, explaining the whole matter to him. These men did not show me any authority to pre-empt either from the Government or Mr. Alexander. I thought I was doing my duty in settling these men on these lands.

MR. DUNSMUIR—Did you not think, on getting this communication from Mr. Robson, that you ought to have written to the Land Office on the subject? *Ans.*—No, I wrote to Mr. Robson; I did not know who had to do with the Land Office. I thought it was my duty to try and put a settler on every bit of unoccupied land in the country. If I had made any mistakes, I suppose the Land Office would have told me.

I don't know if it was necessary for Mackie and the others to obtain permission again, since they had it fifteen years ago. I think the records say that leave was given to these men to pre-empt these lands by the Governor and the Hastings Mill Company, fifteen years ago.

I don't think Mr. Warwick ever told me these lands were not open for pre-emption.

I was appointed Immigration Agent two years ago.

To MR. HELGESEN—I remember the two Stewarts and Matheson coming to me for advice. I told them that the Hastings Saw-Mill Company had a timber lease on the land that they proposed pre-empting, but that by the Provincial Land Act, it was open for pre-emption.

To MR. DUNSMUIR—No authority has been given me to take pre-emption claims. All my authority is to see that men find unoccupied lands for settlement.

I think if Hughes had told me that this land was locked up, I should have believed him.

Messrs. Warwick and Hughes had no records of these lands.

To MR. CUNNINGHAM—Last year I recorded 1,086 claims. These represented about 3,200 persons. Most of the claims were taken up for farming purposes. I generally advise the settlers where to go to find the best land. Mackie and the other five men told me that they wanted the land for farming purposes. The land they claim is very good land.

MR. DUNSMUIR—Why were you so anxious to tell us about the six claims located fifteen years ago? *Ans.*—Because I thought I had been brought here to tell you about them.

To MR. HELGESEN—I suppose the Government knew how I was dealing with the lands. Sometimes I have written down to tell the Government. I have always kept books of record. I acted, as far as I understood, by my instructions from the Government.

To MR. CUNNINGHAM—Two-thirds of the land that these five claims represent on the Hastings Saw-Mill lease is good land. There is no timber on some parts of it. A great deal of such land has been taken up in the district.

MR. DUNSMUIR—Are you interested, directly or indirectly, in these investigations? *Ans.*—In 1875 a man named George Black took up a piece of the Hastings Mill Company's land, and I was in with him. He made some improvements. If he could get his claim, I should of course get my share. He made a record in New Westminster, and I think he paid for it. I don't know if he got permission from the Hastings Saw-Mill Company.

MR. McTAVISH—Have you any interest with Mackie or any of the others? *Ans.*—No; my only interest is in this claim of Black's.

To MR. CUNNINGHAM—Mr. Ditcham and Mr. Agassiz were not located by me.

To MR. SEMLIN—The claims of Mackie and the other five men I mentioned were withdrawn from the Hastings Mill lease about 15 years ago. I don't think that they require a second permission to pre-empt. I am of opinion that these lands, having been withdrawn from the lease, are in the same position as other surveyed lands.

To MR. CUNNINGHAM—I have sometimes been with settlers to locate them.

To MR. SEMLIN—There are about 75,000 acres of surveyed land still to be settled in New Westminster District.

To MR. WILSON—I am Inspector of Roads as well as Immigration Agent.

To MR. CUNNINGHAM—This keeps me pretty busy.

To MR. SEMLIN—I have about 125 miles of road to attend to.

To MR. WILSON—Mackie and the other five came into my office and said that they intended to take up this land; they did not come for advice.

To MR. SEMLIN—All these lands which are supposed to be Dominion lands are recorded in the Dominion Land Office and in the Immigration Office, but not in the Lands and Works Office.

To MR. CUNNINGHAM—Most of the settlers tell me where they are located. I don't know how Agassiz came to go on his land.

To MR. SEMLIN—I thought that these Dominion lands would be sold at \$1 per acre. The settlers have my word for that.

MR. WILSON—Why did these men—Mackie and the others—who had been in the country so many years, come to you as Immigration Agent? *Ans.*—Perhaps they thought that a record with me was necessary. The Provincial Land Office was not dealing with these lands, because they were in the railway belt.

To MR. CUNNINGHAM—These six men were the only persons who applied to me for this land.

MR. WILSON—How could your entry give sanction to these men to pre-empt? *Ans.*—My only object was to see, by looking at my records, what lands were vacant. As a general rule, when lands were taken up, a sketch was sent to Mr. Trutch. It never occurred to me that the Land Office would be the best place to get information from. I had it all at my fingers' ends. I don't know of any cases when lands were not recorded at the Land Office. I have compared my books with the books in New Westminster. I never did the same with Mr. Trutch, because there are no books in the Dominion Land Office.

To MR. DUNSMUIR—J. W. McMillan lives at Harrison River; John Sprott is in New Westminster; the two Mackies are, I think, on their claims; Alexander Johnson lives in Granville; Donald McPhadden is in New Westminster. I think the lands of these men have been in continuous occupation since I made the records.

To MR. WILSON—I believe these men all have someone living on their claims. I only have this from hearsay.

To MR. SEMLIN—The lands at Burrard Inlet were all surveyed by the Provincial Government. All records of these lands are only to be found in the Provincial office. I think there would be no records of these in the Dominion office. I had to rely upon Provincial sources for information.

To MR. DUNSMUIR—I understand that part of the land where the Indian had his house is on Mackie's claim. I don't know if any of these men have made any improvements.

To MR. HELGENSEN—I told the Stewarts and Matheson to measure out their lands and send a sketch to Mr. Trutch.

To MR. WILSON—I have heard of the False Creek Land Syndicate. I heard there was a syndicate formed that had bought out the Hastings Saw-Mill Company. When legal proceedings by the Hastings Saw-Mill Company against the settlers were first begun, I believe some of the men went to Chisholm. I don't know that Black is one of these men; he is a butcher at Burrard Inlet.

To MR. DUNSMUIR—I know R. H. Taylor. I have heard he has claimed some land down there. He has been jumping land all over the country. Jumping is taking possession of land belonging to another. I don't consider Mackie and the others jumpers.

To MR. WILSON—If they have located or are claiming any of the land also claimed by George Black, they are jumpers—that is, if Black's claim is in the same position with respect to the lease as the others are.

To MR. HELGENSEN—If Mackie and the others had the better claim than Black, they would not be jumpers.

To MR. SEMLIN—These lands are not all surveyed. Few of the lands east of Pitt River are surveyed. I believe they are surveyed in 160-acre lots, and the object was to open the lands to settlement. Only a few claims within the Hastings Saw-Mill Company's lease are surveyed.

WILLIAM ROSS.

Letter of Instructions to Mr. Ross.

VICTORIA, B. C.,

1st June, 1883.

SIR,—I have the honour to acquaint you that you have this day been appointed Immigration Agent at New Westminster, at a salary of one hundred dollars a month.

Your duty will primarily consist in meeting immigrants on their arrival at New Westminster and, by imparting information and advice, assisting them in finding suitable locations or employment.

With a view to the more effective discharge of this important duty, it will be advisable that you should obtain as accurate and extensive knowledge as possible of the lands available for agricultural, dairy, and

stock-raising purposes on both sides of the Cascades, and place yourself in communication with employers of labour.

You will keep a book, in which you will register the names, &c., &c., of all immigrants, stating from where they have come, where they are going, and, as far as practicable, where they may settle; and, generally, you will spare no effort to assist immigrants in finding suitable homes or employment, and in making them feel that they are welcome and appreciated.

It is probable that Immigration offices and sheds will shortly be erected at New Westminster, conjointly by the Government and the Municipality. Meanwhile you may be able to make temporary arrangements for suitable offices convenient to the steamboat landing, on economical terms.

The Government Agent will at all times render you every assistance in his power, and may be able to give you the temporary use of some large sheds.

A supply of small maps, and one hundred copies of the Government pamphlet, will be sent to you from here.

I have, &c.,

(Signed) JNO. ROBSON,
Provincial Secretary.

Wm. Ross, Esq.,
Immigration Agent, New Westminster.

Moved and seconded, that the meeting adjourn until Monday, at 11.30. A.M.

CHARLES WILSON,
Chairman.

SIXTH MEETING, 2ND FEBRUARY, 1885.

Present, Messrs. Wilson, Helgesen, Dunsmuir, Semlin, Cunningham and McTavish.

Minutes of last meeting read and adopted.

W. N. BOLE, sworn and examined:—

The persons whose claims I represent are Donald McPhadden, John Sprott, Wm. Mackie, sr., Wm. Mackie, jr., Alex. Johnson, and George Black. By lease, dated 30th November, 1865, Mr. Trutch, then Chief Commissioner of Lands and Works, demised lands to the British Columbia and Vancouver Island Spar, Lumber, and Saw-Mill Company (Limited); they were predecessors in title of the Hastings Saw-Mill Company. Lease demised certain pieces of ground, some of it now the subject of present enquiry. Demises are marked A, B, C, and D on official map. I produce copy of lease, and propose to put it in as evidence.

Mr. Bole handed in copy of original lease granted to the Hastings Saw-Mill Company, and drew attention of the Committee to Clauses II. and III.:

Synopsis of the Hastings Saw-Mill Company's Lease.

Indenture dated 30th November, 1865. Between Joseph W. Trutch, as Chief Commissioner of Lands and Works, and the British Columbia and Vancouver Island Spar, Lumber, and Saw-Mill Company (Limited)

Granting unto the latter, all those pieces or parcels of land situated as indicated by a map annexed to the lease, and thereon colored blue, and marked A, B, C, and D, aggregating 11,351 acres, (Parcels A and B being situated to the south of English Bay), together with the right to cut and dispose of timber, to manufacture spars, lumber, &c., &c.

And further, granting the right to select enough land for the purpose of cutting timber, &c., &c., which shall, with the area before mentioned, amount in the whole to 15,000 acres.

Reserving the right of pre-emption by the sanction in writing of the Governor and the Superintendent of the Company.

Term, twenty-one years.

Rental, half-penny sterling (taken as one cent) per acre per annum.

TO MR. WILSON—Under Clause III. of this lease the following persons took up pre-emptions, having obtained permission to do so from Captain Raymur, the Manager of the Hastings Saw-Mill Company, and the Chief Commissioner of Lands and Works:—James Bone, Robert Preston, J. Lockhart, Samuel Preston.

[Mr. Bole showed documents giving permission of the above-named to pre-empt, all signed by Mr. Beaven as Chief Commissioner of Lands and Works.]

George Black moreover makes a similar claim, but the books which ought to contain the record of his claim are lost.

The claims originally located by the four above-named men, are now occupied as follows:—J. Bone's by D. McPhadden and J. Sprott; J. Lockhart's by W. Mackie, Jr.; Samuel Preston's by W. Mackie, Sr.; Robert Preston's by Alexander Johnson. G. Black's claim I am told has been occupied by his agent. The Government Agent for New Westminster will produce the original permission given for the pre-emption of these lands, and the original pre-emption records. With regard to these documents, I may say that as soon as trouble arose about these claims, I applied to the Land Office at New Westminster for the documents. Mr. J. C. Hughes, the then Government Agent, told me there were no such documents in the office. I next tried to get hold of them in Victoria, but found they were not here. This forced me to think that they must be in New Westminster. Accordingly I again applied to Mr. Hughes, and he again told me they were not in the office. When this Committee gave me a summons for the Government Agent, I again applied for the documents, and this time with success, for he found these original permits, signed by Captain Raymur and the Chief Commissioner of Lands and Works. There seems to have been a long correspondence between the

Government Agent and the Chief Commissioner. I have searched through the records and find no evidence that these claims were ever abandoned or cancelled. My clients then went on these lands as being pre-emptions carved out of the original lease, which had thus become open for settlement; and my clients actually pre-empted and settled upon these lands. No subsequent grant has ever been made to the Company by the Crown. So that the lands were really unoccupied lands of the Crown. In or about November, 1883, all these people (except Black) took up their claims. They went to the office of Mr. Ross, and he seemed to act under instructions and located them on the lands in question. I was not there at the time, but I know this is the case, because I have mentioned this in his presence and he did not deny it. These people then entered upon the lands. They all made some improvements. W. Mackie and W. Mackie, Jr., have occupied their claims continuously in person. The others have done so either personally or by agent; this I say to the best of my belief. This occupation continued until sometime in December, 1883, when Mr. Alexander notified my clients to leave the land. This they refused to do, saying that they had a right to pre-empt their particular lots. On January 4th, 1884, a writ was issued, at suit of the Hastings Saw-Mill Company v. W. Mackie, Sr. Shortly after this, a writ was issued against J. Sprott and W. Mackie, Jr. The endorsements on these writs claim various damages and an *Injunction*. The lands claimed by my clients are the identical lands pre-empted by Bone, Lockhart, and the Prestons. The action against the Mackies and Sprott is now pending, and, so far, the Hastings Company have been unable to obtain their injunction. I am not sure, but I think there has been a motion for an injunction. The mill has not, as yet, been able to get any damages, nor to assert their paramount right. This action was commenced January 4th, 1884.

MR. DUNSMUIR—Whose fault is it that the suit does not come to an issue? *Ans.*—I don't think the Company have been able to see their way through. The Solicitors for the plaintiffs thought that there had been no former legal pre-emptions. Ross took up the position that these men had taken. The lease was granted in 1865. There was a Governor in those days. It was not till 1871 that we had a Lieutenant-Governor.

Lot 472 was formerly part of the lease; it was pre-empted by W. Mackie, sr., with the permission of Captain Raymur and Mr. Beaven, Chief Commissioner of Lands and Works; the Government gave a Crown Grant for it. I would draw the attention of the Committee to the fact that the purchase money has been tendered by my clients at the Government Office, at New Westminster.

MR. CUNNINGHAM—Were your clients not pre-emptors? *Ans.*—Yes; but I would refer you to subsection 1. These men have made substantial improvements. W. Mackie's improvements amount to about \$650 at least, so I am told.

MR. DUNSMUIR—Are there not disputes about this land? *Ans.*—Yes; there is a crank named Greer who claims W. Mackie's land. All he has done is to plant some fruit trees. An Indian had been living on the place for fourteen years, and Greer went down and tried to buy out the Indian. He has lately been trying to sell a share. This is the same place that Spinks claims.

MR. DUNSMUIR—Has Ross any interest in any of these claims? *Ans.*—Yes; I believe he has half of G. Black's.

MR. WILSON—Will you explain to me clearly what is the position you take with regard to these claims? *Ans.*—The original pre-emptions having been claimed, the reversion was in the Crown, and once being carved out they reverted at once to the Crown. As the property of the Crown, then these lands became open to pre-emption just as other unoccupied lands of the Crown are. I think these lands, with regard to pre-emption and purchase, were just in the same position as if they had never been leased. The Company having consented to the first step, parted at once with all control of these lands, and the Crown at once took control and dealt with them by grants.

To MR. SEMLIN—The lease was first given 13th November, 1865, for 21 years. It was given by Mr. J. Trutch, Chief Commissioner of Lands and Works, acting on behalf of the Government.

MR. DUNSMUIR—Did you know that a reserve had been placed on these lands in the year 1878? *Ans.*—No; I did not.

I beg to refer you to Act 7, 1882.

Moved by Mr. Cunningham, seconded by Mr. McTavish, That Counsel and strangers be excluded from this Committee during their deliberations and while taking evidence. Carried—Mr. Semlin and Mr. Helgesen voting "No."

CHARLES WARWICK, examined under oath:—

To MR. WILSON—I am Government Agent in New Westminster. I was appointed in March, 1884. I am Assistant Commissioner of Lands and Works; my duty is to make pre-emption records, &c. I have not recorded any pre-emption for land covered by the Hastings Mill lease.

MR. WILSON—Are there any pre-emptions recorded in 1883 by Preston, Black, Mackie, McPhadden? *Ans.*—Not that I know of.

MR. WILSON—Have you any books showing the leave given by Capt. Raymur and the Governor for pre-emptions in 1873? *Ans.*—I don't know anything about claims on Burrard Inlet from my own knowledge.

[Witness here handed in book and papers.]

MR. WILSON—Are there any records of pre-emptions made in November, 1883? *Ans.*—I don't know; I have never looked to see.

To MR. DUNSMUIR—I was tendered money for the claims of McPhadden, &c., by Dr. Chisholm. He was the only person who ever did. I told Dr. Chisholm that the land was out of the market. Mr. Bole was with him. I don't remember what they said.

To MR. HELGESEN—Mr. Bole did not tender any money. He came in with Dr. Chisholm; they were both on the same errand.

To MR. WILSON—I think they said something about some dispute. They said that they tendered the money on behalf of John Sprott, W. Mackie, W. Mackie, Jr., Donald McPhadden, — McMillan, and Alexander Johnson.

MR. DUNSMUIR—Do you know of any company formed for the acquisition of lands on Burrard Inlet?
Ans.—I know of none.

To MR. HELGESEN—One other party applied for pre-emption; his name was Robert H. Taylor. I don't remember any others.

To MR. CUNNINGHAM—Do you record mere applications for pre-emptions? *Ans.*—No; if the people wish to leave them they can do so.

To MR. DUNSMUIR—I don't remember Spinks applying.

To MR. HELGESEN—Did anyone apply to you for lots in Granville townsite? *Ans.*—Not that I remember. Haydon did not.

To MR. CUNNINGHAM—I suppose Granville town lots are in my hands.

MR. DUNSMUIR—Why did you tell Dr. Chisholm that the lands he was interested in were not open for pre-emption? *Ans.*—Because I saw a notice to that effect in the *Gazette*.

[Here witness handed in a list of letters and the original pre-emptions, with permissions.]

To MR. WILSON—These pre-emptions are the only records kept.

To MR. SEMLIN—I have been in charge of these books for nearly a year; I know a good deal about them. I don't know of anything missing from the records of 1875. There are books of 1870 missing, I think.

To MR. CUNNINGHAM—The late Government Agent (Mr. Hughes) told me the book was lost. It was lost before I was made Government Agent.

To MR. HELGESEN—I don't think anyone knows what the lost book contains.

MR. SEMLIN—Do you know what the lost book was? *Ans.*—I cannot tell.

To MR. CUNNINGHAM—I heard it was a pre-emption record book.

To MR. DUNSMUIR—They have three sets of records now—one for the office at New Westminster, one for Victoria, and one for the pre-emptor.

To MR. HELGESEN—I have my commission; it was gazetted.

MR. HELGESEN—On what authority do you refuse to record pre-emptions on these lands? *Ans.*—From notices that have appeared in the *Gazette*. I have not seen any notice in the *Gazette* saying that these lands were thrown open at \$1 per acre.

MR. HELGESEN—Did you see a notice that land west of Port Moody was released from the reserve. *Ans.*—Yes; I never had direct instructions from the Chief Commissioner of Lands and Works that these lands were not open, except in the *Gazette* of (I think) May 2nd.

To MR. SEMLIN—I don't remember any applications in May at all. There were strangers coming in all the time, but not to that particular part of the country. If there had been any applications which had not been granted, my books would not show them.

To MR. CUNNINGHAM—Ross has no connection with me or my duties, nor I with him. I never examined his books. Some parties ask me to make a memorandum that they wish to apply for certain lands when they come in the market—Granville town lots, for instance. The only other people who have applied for Granville town lots are J. Orr and J. A. Webster.

To MR. SEMLIN—As near as I can remember, there were no applications between 7th and 20th of May.

To MR. CUNNINGHAM—I don't make records of mere applications. It was June 23rd, 1884, that Mr. Chisholm tendered me the money for the claims on the Hastings Mill lease.

MR. DUNSMUIR—Did you ever hear of a syndicate lately formed and called the "False Creek Syndicate"? *Ans.*—Never.

MR. HELGESEN—Did you receive a *Government Gazette* of June 15th? *Ans.*—I receive one every week.

Did you see a notice in the *Gazette* taking the reserve off the lands west of Port Moody? *Ans.*—Yes.

MR. DUNSMUIR—Did you see a notice from the Provincial Government reserving the land west of Port Moody? *Ans.*—Yes.

Did anyone apply for lands in the time between these two dates? *Ans.*—No.

MR. SEMLIN—Do you know what interval elapsed between the raising of the first reserve and the instituting of the second? *Ans.*—They were published about the same time.

About what is the monthly average of applications? *Ans.*—Some months there are none.

Could you give an idea of the number of applications for 1884? *Ans.*—About 40 or 50.

MR. HELGESEN—About what time did the notices raising and re-instituting the reserve appear? *Ans.*—About the beginning of May.

MR. SEMLIN—What duties have you besides Assistant Commissioner? *Ans.*—Tax collector, recorder of bills of sale, issuer of licenses, mining recorder.

C. WARWICK.

WILLIAM MACKIE, SR., examined under oath.

To MR. WILSON—I claim some land on English Bay. I located it on the 18th October, 1883. I located it in the usual way; I made a map, and drove in corner stakes. The map was sent to Victoria, to Mr. Trutch, and I received the usual circular:—

“OFFICE OF DOMINION GOVERNMENT AGENT,

“Victoria, B. C., 13th February, 1884.

“SIR,—I am directed to acknowledge receipt of your letter of November 15th, 1883, on the 21st of the same month, and to inform you that Mr. Trutch is not in a position at the present time to take any action in the matter, but that your application has been placed on file and will be considered in due course.

“I have, &c.

“H. S. ROEBUCK,

“Secretary.

“William Mackie, Jr.,

“New Westminster, B. C.”

After receiving this I put up a house. I then set to work to make improvements; cut down timber and brush. I piled up the timber. I have gone on with this work up to the present time. Before this I was notified by Mr. Alexander. He said he would subpoena me at the Supreme Court, and the others too. Mackie here handed in a statement which was read:—

“On the 19th November, 1883, I went on the land in question. I have examined the records at New Westminster. I know the old position of the old stakes. I put in my corner stakes where Sam Preston's stakes were before. Before I went to settle on the land, I made application to Mr. Ross, the Immigration Agent, and asked him if the land was open for settlement. He said it was. I applied in the usual way, accompanying my application with a sketch of the land applied for, in duplicate, asking for permission to settle on the land. I got the usual official acknowledgment of my application being filed, from Mr. Trutch.

“I have made improvements on the land, by cutting brush, felling timber, and clearing the land, burning and preparing for putting in crop and planting out an orchard. I built a house, and have lived there continuously ever since, except when doing occasional work for the Government. I have cleared about three acres for crop, worth about \$150 per acre. The house is, with my labour and time, little short of another \$150, or perhaps more. It cost me a great deal of time to get the lumber boated round to the place. I consider the land is valuable enough for farming, at least it is specially well-adapted for growing fruit. Some fruit trees were put in, and I have seen none elsewhere as thrifty.

“Up to December, 1883, I enjoyed undisputed possession. Then, Mr. Alexander, the Hastings Saw Mill Manager, accompanied with Mr. Miller, the Constable, and some Indians, came down False Creek and met me. He told me I was trespassing on the Mill Company's lease, and that he would sue me and the others in the Supreme Court. I said to him to go ahead and that the Company had given a written permit to Sam Preston surrendering their title to him in 1873, and he had pre-empted the land, and that I had taken up Sam Preston's old claim, with which the Company had nothing to do. He said nothing more, but went away threatening what he would do. John Sprott and Mr. Miller, the Constable, and my nephew and some Indians, were present during this conversation. I kept on at work on the place and took no notice of any of the annoyances I and the others were subjected to, threatening to pull down our houses, hitch their teams to them and drag them into the water, or burn them down about our ears, and such threats, made by their agents.

“On the 4th day of February, 1884, Mr. Miller, the Constable, served writ of summons upon me, at the suit of the Hastings Saw Mill Company, for trespass and claiming an injunction. Having no money to carry out a suit against a company like them, I went to Mr. Chisholm, as I was well acquainted with him long before, to consult him as to what I should do and to get funds to defend myself. He sent me to Corbould & McColl, who were then his lawyers in a pending suit wherein Mr. Bole was engaged on the other side. On going to Corbould's office, I found they were the lawyers for the Mill Company, and of course could not act for me. I went back to Mr. Chisholm and told him, and he then said I had better see Mr. Bole as, although politically opposed to Mr. Bole, still he was satisfied Mr. Bole would do his duty professionally for any one who employed him, as he had known Mr. Bole to make as good a defence and fight as hard for poor siwash as if they were the biggest bugs in the country. I then went to Mr. Bole, and told him Doc. Chisholm would stand by me, and he said that was all right. The action went on, and I have never been interfered with in my possession of the land by the Company.

“On the 26th of December, 1883, I wrote John Robson, Provincial Secretary, about my claim, and got the letter I have in my possession—the letter I produce—in which he states the land was owned by either the Mill Company or the Dominion Government, as at the time I took up the land in 1883 the Dominion Government held the land.

“The lot 472 was pre-empted by me by permission of Captain Raymur. I sold it to Louis Gold for \$2,000. He was acting for Corbould, who was acting, as I am told, for John Robson.

“Since the present proceedings have commenced, some persons secretly have been removing the stakes marking our claims. In one instance one stake has been moved 26 chains.”

I have been on the land from October, 1883, to the present time. I worked for the Government for a short time. I don't know exactly, but certainly less than two months. This was about June and July, 1884. Except during this time I have been in continuous occupation up to the present time. I have worked for no one else except for the Mill Company for a few days when a boom of logs broke loose. My claim joins Lot 192. The land I claim is the same as is claimed by Greer. I was on the land six months before Greer. I heard that Greer tried to turn the Indians out. I went to ask Ross if the land was open for pre-emption, and he told me it was. I have been in the country for the last fourteen years continuously. Ross was the only man I knew to be Agent for the Dominion Government. I did not consider myself an immigrant. I knew Ross was Immigration Agent; I thought he had authority from the Provincial Government. I have read all the Provincial Land Acts, and the Dominion Land Act, too. I don't remember how the Dominion Government proposes to deal with such lands as these. This land formerly belonged to the Provincial Government. I thought the Provincial Government had the management of these lands, because it was the Provincial Government that gave the lease. I thought I should have justice done me whichever Government had the lease. I went on the land and took my chance of having my right recognised.

To MR. DUNSMUIR—I did not form any syndicate; there is no syndicate that I know of. Chisholm and Bole and the others are in with me to a certain extent. I am the representative of the others. I did not discharge Goudy, he did it himself. I have heard a good deal of Greer. He came when I was away. There was an Indian named Charley, living on my claim. Greer told him he was on his land. I put W. Mackie, Jr., on an old pre-emption.

To MR. CUNNINGHAM—I sold Lot 472, 18th February, 1882.

To MR. HELGENSEN—I was told that Mr. Robson had bought my claim (Lot 472). I was told that Corbould, who bought from me, was acting for Mr. Robson.

To MR. CUNNINGHAM—I sold to Corbould by word of mouth, and Mr. Corbould paid me.

To MR. DUNSMUIR—I am not in with Greer; I am in with W. Mackie, Jr., to see the case through. Dr. Chisholm said he would see me righted.

To MR. HELGESEN—I was told that Spinks had bought my place from the Indian; I told the Indian that it was my property. I did not want to build my house alongside the Indians, so I built in the north-east corner of the claim, about ten feet above high water mark.

To MR. DUNSMUIR—I have often seen Greer there.

To MR. CUNNINGHAM—I was nearly ten years on my old pre-emption (Lot 472). I have no family out here, I lived alone. I found the land good for farming purposes—some was first class, and some I should call second class. I had good crops there every year.

To MR. DUNSMUIR—Dr. Chisholm was the only man who said he would assist me to carry on the suit.

To MR. CUNNINGHAM—I said I would recompense the men who helped me, if I could, either in land or money.

MR. DUNSMUIR—How much were you to pay? *Ans.*—No sum was ever mentioned.

To MR. CUNNINGHAM—There are others who are in the business. Three of us were summoned. I consider that if anyone were to help me, I should be bound to repay him. There are some others in this, but I don't know who. I gave Chisholm alone power to carry on the suit. The suit is pending against the three claims.

To MR. HELGESEN—The Mill Company had no case against me. I only knew that I had to appear in February. When they found that I had got assistance from Chisholm, they are supposed to have dropped the case.

To MR. SEMLIN—I asked Dr. Chisholm for advice; he is an old friend of mine. I thought the Provincial Government had power over these lands. I thought Ross was acting for both Governments. I am a poor man. I don't think I could carry on a lawsuit; I had not the means; that was the reason I applied to Dr. Chisholm; he said he would see me through.

To MR. CUNNINGHAM—I got \$2,000 in 1882 for Lot 472. I worked seven or eight days for the Company. I have no family.

To MR. DUNSMUIR—I read that there was a reserve on the lease. I heard that I should be able to get the land for \$1 an acre.

To MR. CUNNINGHAM—I have not spent much on this present claim. My improvements are mostly time and labor. I have had no lawsuit with Greer. I have the first right to this claim. I was there seven months before Greer.

To MR. DUNSMUIR—My reason for thinking that I had a right was Mr. Trutch's acknowledgment, and what I heard in Ross's office. I thought Ross had the power to locate me, for he had located many others in different places.

To MR. DUNSMUIR—I made application at New Westminster. I was told it was very little use to make application in Victoria.

To MR. HELGESEN—I thought after reading the Dominion Land Act that this land was open for pre-emption. I believe I saw a notice that the land would be sold at \$1 per acre.

To MR. SEMLIN—I think all Governments are anxious to settle their lands. Ross, as far as I know, is not interested in this matter.

To MR. HELGESEN—I located in 1883. I have had continuous occupation ever since.

To MR. WILSON—I can't say exactly how much work I have done on this land. I have two houses on it; one on English Bay, the other is close beside the Indians' ranch. In August, 1884, I put up the other house. My nephew's house is on his own place, at False Creek. I went over whenever I could, and did work on my own place; I was only debarred from going by bad weather. There is a trail across, but it is very rough; it was too rough to take a horse through, so we had to take a boat. I did not clear the three acres myself, the man employed by me did. The money comes through Chisholm. The man and I, between us, did nearly all the work. Mr. Brighthouse did a little. I and my man did all except what the Indian had done. The Indians have their clearing enclosed. The land I have cleared is outside the Indian's. I and my man have cleared more than one acre fit for a crop. There are three or four acres chopped and piled ready for burning. I shall have more than four acres fit for a crop this spring; I do not include the Indian's land in this. I have not put in any fruit trees; I found that Greer had planted some fruit trees round the house. I was in a logging camp at this place in 1868; it was then that we chopped down the trees on the Indian's place. Greer first came, I think, in May or June. I understood that he sold out and left. He was away for three months, getting in crops at Chilliwack. I was away working on the Government road, when he came and took possession. I went right back to my land, and found that Greer had gone. I think he came back in September; these trees were planted after he came back. We had some words over it. I told him I had worked on the place in 1868. There was small brush on the place—alder and brier. I never lived in my cabin. Greer had no agent on the land when he was away. I was there nearly every day. I used to go and look at the place when the man was there. His name was Myers. He lived in the cabin at least a week; another man, whose name I forget, lived there three or four days.

MR. WILSON—How much improved land is there about there? *Ans.*—There is not much; the Indian had a little; probably there is about five and a half acres altogether. I think there is about half an acre fit for the plough. There are some small stumps in this.

To MR. SEMLIN—I have done a good deal of land clearing at one time and another.

MR. CUNNINGHAM—Is not half the land you call cleared, covered with stumps? *Ans.*—No, certainly not.

To MR. DUNSMUIR—I consider the land is cleared when the trees are felled and burned out of the way.

To MR. SEMLIN—I have cleared land in Canada. When you can get a crop off the land it is considered cleared.

MR. SEMLIN—Did you ever apply to the Provincial Office with regard to this land? *Ans.*—No, I left it all to Dr. Chisholm.

To MR. CUNNINGHAM—The man I mentioned was paid among us. Mr. Brighthouse was down last August. I was told that he has no interest. I suppose he came down to my place to see what was going on. He only helped me with my work a little.

To MR. HELGESEN—I cannot easily get lumber to my place. We began to improve my nephew's place first. I was afraid to fell timber after what Mr. Alexander said,

To Mr. WILSON—I have not done very much since the lawsuit began. I don't know how many full months' work has been done. The man has been paid for four months. Some days he was not able to work.

This was added at the witness' request: I cleared off a piece of land convenient to the house, and burnt off the brush, and in my absence Mr. Greer planted fruit trees on the land I had cleared, and others round the house. I saw Mr. Greer and asked him if he had put these trees out, and he said he had. I have two houses, but the one on the north-east corner of my Inad I made my home, and slept there when I was at English Bay.

To Mr. WILSON—I first put up my nephew's cabin, and then my own. I could not say the date; I could not tell the month; it must have been in the Winter. I then resided there myself, except when the weather was bad—rainy weather. I generally went to my nephew's Saturday nights, and stayed on Sunday, and returned to my own claim on Mondays, except when the weather was bad. I went to my nephew's also during the week, and if weather bad, remained there. One time I was at my nephew's considerably, when I had rheumatism through getting wet. I could not say whether I stayed half the time on my own place, and half at my nephew's; I kept no account. I slept in the house on the north-east corner when I slept there. I had a cooking stove in it. Could not say when I took the stove there; I had the cabin up some time before I took the stove there. Before I had the stove, my cooking was done at my nephew's. I don't remember when I took my blankets there; I have slept there without blankets; I cannot say how often.

To Mr. HELGESEN—I know the lease. On the peninsula and the Inlet they have not cut the timber for some years. It is almost all logged out; land has all been logged over. I did not leave my claim for any longer period at any one time than two months. The company, to the best of my knowledge,—I can swear to it, that they have been working south of the original lease. In 1868 they were compelled by Government to define their lines by posts and blazes. The line was, on an average, taken through one mile down south of False Creek, towards Point Grey.

Witness was shown a map and said: I would not look at a map.

WILLIAM MACKIE.

JOHN SPROTT:—

To Mr. WILSON—I claim land on Burrard Inlet. I located on the 18th or 19th of November, 1883. I staked out the land and recorded it with Mr. Ross, Immigration Agent at New Westminster. I understood Ross was agent for the Dominion Government. I did not ask Ross; I asked him about these lands. I had heard that they were old pre-emptions. I thought I should have a better chance of getting these lands on this account. I knew they were in the Hastings Company's lease. I thought that by their being old pre-emptions they must be Crown lands. I don't remember what Ross said at that time. I got my application recorded and wrote to Mr. Trutch. He sent me an acknowledgment. I did not ask Ross if he were Provincial or Dominion Agent. I was appointed a Government official in June last. I know that Ross has been Immigration Agent, but he has also been recording pre-emption claims. I knew that he was Provincial Immigration Agent. I did not consider myself an immigrant. I did not make any record of my claim with the Provincial Government. I have had a man on the claim ever since I took it up; he is there now. I thought that either Government which had the management of my claim would treat me fairly. I cannot say where I got this idea. I consider myself a squatter. I squatted on the land myself till May, when I was appointed Government official. I have had a man working there for nearly seven months. I made some improvements myself. There are about six acres chopped.

Mr. CUNNINGHAM—What is your man's name? *Ans.*—Duncan Buchanan.

Mr. WILSON—What do your improvements consist of? *Ans.*—Chiefly building a house, 12x16 feet, and felling the timber. The house is built of lumber. I lived in the house. I was there most of the time till I was appointed Government official. I know W. Mackie and his claim. I used often to go on it to see him, for he is an old friend of mine. Sometimes I went by land and sometimes by water. My cabin is about one and a half miles from W. Mackie's, and about half a mile from W. Mackie, Jr. W. Mackie had not done much to his land when I was there last, but that was last April. He had chopped down the timber on about one acre of land. He had put up a cabin by the beach. He lived in W. Mackie, Jr.'s cabin. I never had any other communication from Mr. Trutch except the circular. W. Mackie had no one on his land when I was there. I was there often before April. I have not been there since Greer was there. I never tried to study the Dominion Land Act; I took it for granted that I should be treated justly. I intended to make my home on this piece of land. I had often, during the last five or six years, looked at this land and thought I should like to take it up. It was not till I actually settled on this land that I had seen my way clear to getting it; I thought then that I had the means. I did a little work for Alexander Johnson, and, of course, was paid for it. I earned \$26 in that way. When I went to Ross to record my claim he said he thought we were safe to take up these claims. W. Mackie was with me when I went. W. Mackie has been working for Government, I think, for about five or six weeks. I don't think he had been working for anyone else. I am not sure when he was working for the Government, but I think it was in May or June. I have seen some fruit trees around Mackie's place; they were planted by the Indian. The Indian has built a house there; it is about 12 feet by 30 feet. There is about three-eighths of an acre cleared in that place. I have seen some little patches of land in the woods where potatoes were grown; they were small patches. I have been in the district for about six years. I don't know the Indians who were located in this place. I think one of them was called George. There was no land really cleared on Mackie's claim when I was there in April.

To Mr. HELGESEN—I drove corner stakes before going to Ross. I don't remember what he said.

Mr. HELGESEN—Has anyone else claimed your land? *Ans.*—Yes; a man named Taylor brought a tent about September, and has been living there ever since. On September 23rd Taylor made a deposition, stating that my claim was unoccupied land. It was not unoccupied, for I have been in continuous occupation since November, 1883. As far as I know, there was an Indian house on Mackie's place six years ago. I cannot say positively that Indians have not lived on this land continuously for 20 or 30 years.

Mr. HELGESEN—Did Mr. Ross encourage you to go on this land? *Ans.*—He did not discourage us in any way. This land is on the Hastings Saw-Mill Company's lease. I have never read the Provincial Land Act through.

To MR. SEMLIN—I was led to believe that the Government would treat me well, because they hold out a great many inducements for people to settle on the lands in the Province. I have never heard of anyone being ejected from Government lands.

To MR. DUNSMUIR—I never heard of any company or syndicate being formed to get these lands. Dr. Chisholm said at the time the lawsuit was commenced that he would see me through. He said he would do it if he had to sell the coat off his back. He said he would see that we had justice. I don't know how many claimants there are. Ross has an interest in Black's claim.

To MR. CUNNINGHAM—I have been seven or eight years in the country.

To MR. HELGESEN—I intended to live on the land when I took up the claim. W. Mackie and I worked together at one time. He told me he knew of some old pre-emptions, taken up years ago, on the mill lease.

To MR. CUNNINGHAM—I have taken up this land for farming purposes.

To MR. DUNSMUIR—I knew that the Hastings Company's lease would soon expire.

To MR. CUNNINGHAM—This is the first land I have ever pre-empted.

To MR. SEMLIN—I have worked in the woods on the North Arm. I know the nature of the timber on the lease. I think half of the reserve has been logged over. The timber on my land has been burnt. The land I claim is free from millable timber. Three years ago Gillespie took out all the millable timber there was.

To MR. CUNNINGHAM—All the land in the Hastings Company's lease is fit for agriculture.

To MR. DUNSMUIR—It would cost about \$150 an acre to clear this land.

To MR. SEMLIN—I propose to burn the stumps out of my land. By clearing land some people mean clearing it just sufficiently to get a crop off, and do not always take out the stumps.

To MR. HELGESEN—My improvements have cost me about \$400.

To MR. DUNSMUIR—I have had a man on my place since the lawsuit was commenced, as well as before. I paid the man out of my own pocket. I borrowed some money from Dr. Chisholm. This money I regard in the light of a loan, and shall pay him back in any case. I have never promised him any land. I was not aware that there was a reserve on that land in 1878.

JOHN SPROTT.

ROBERT H. TAYLOR, examined under oath.

I claim 160 acres on False Creek. I made application for pre-emption record first on or about 16th July, 1884; applied to the Chief Commissioner of Lands and Works. I made application in writing. I got an answer in writing. I went on the land. I supposed land was open for sale. The substance of the answer I got from the Chief Commissioner of Lands and Works was that they wanted the land for another purpose and did not want to give it that way.

[Letter of Chief Commissioner, dated 11th August, 1884, read to witness, and he admitted that the letter might be a copy of the one sent to him.]

Notwithstanding that letter, I continued in occupation. I had some correspondence with the Chief Commissioner, in which I endeavoured to prove my claim. I did not know until the latter part of August that the Land Act of 1884 had been passed. After I had discovered that the Act of 1884 was in operation, I believe further correspondence ensued. I did not keep copies of all my letters. I sent letter on 11th October to the Chief Commissioner and received no reply. My reasons were—first, I understood land open to pre-emption; second, I supposed there would be no serious difficulty in obtaining pre-emption record. Land was vacant at the time. I thought that Mr. Gore had not put me up as knowing. I thought Gore was bluffing. I was by no means satisfied in reference to the matter. I thought my application ought to be considered. No one on the land when I went there and no improvements. I claim the land because I applied for 160 acres when I considered it was open to pre-emption; also because it was unoccupied, as I understood it.

To MR. DUNSMUIR—The names of the False Creek Land Syndicate are B. Ross, Chisholm, Brighthouse, Black, Johnson, Blair Bros., VanBramer, Laidlow, J. A. Webster, Mackie, Sr., Mackie, Jr., Sprott, W. N. Bole, and H. V. Edmonds.

To MR. WILSON—I have heard this on a common rumour and from some of the squatters. Chisholm himself told me he was concerned. I don't think he mentioned the names of any other persons.

To MR. CUNNINGHAM—I am most decidedly of opinion these persons are interested. I have not the shadow of a doubt of it. I have been here about six years. I have tried often to get land in this district on the peninsula.

To MR. HELGESEN—I have never seen any written instrument in which the above names are styled as the False Creek Syndicate.

To MR. SEMLIN—I have seen no notices in the Gazette. Owing to a conversation with H. B. Hamlin, C.E., and from other sources, I was of the opinion that the reserve would be taken off, and this led me to apply to the Chief Commissioner.

R. H. TAYLOR.

It was then agreed that Mr. Taylor should put his evidence in writing.

Moved and seconded, that the Committee adjourn till 7.30, p.m. Carried.

Upon re-assembling,—

MR. ROSS called, and his evidence read to him and signed.

S. GREER re-called, examined, and signed his evidence.

SAMUEL GREER re-called—I know the land claimed by Taylor, between the False Creek Road and English Bay, on False Creek, about half-way down. I know about the time that he went there—the latter

part of September. Others were then in occupation. They were both in occupation of the same place. Taylor stayed there afterwards. I have seen him there until I came down here, about a month ago. I was there a good many times passing up and down. His house is on the road. I see work done close to his house.

To Mr. HELGESEN—There was a house there before Taylor came there, but no one living there, nor any improvements. I don't know who built the cabin, but was told that Sprott built it.

To Mr. DUNSMUIR—Up to the time I went there, in June, there was no person living on False Creek. There is a company known as the False Creek Syndicate; there are about twenty men in it. Some of the members have told me they belonged to it. I was told by Douglas, Webster, Bole, McPhadden, and Innes Bros, that they all had interests in the land.

To Mr. HELGESEN—They never styled themselves to me as the Syndicate. I cannot assert positively that anyone had a prior claim to Taylor.

SAMUEL GREER.

ALEXANDER JOHNSON'S claim being outside land proposed to be conveyed, Committee did not hear him.

ADAM INNES examined on matters unconnected with his claim, that being outside the land proposed to be conveyed,—

To Mr. SEMLIN—I am a farmer. I know the land to be transferred. It is fit for farming purposes. I should call it second-class land. It will compare favourably with Townships 13, 14, 11, Langley. It is worth while to go on and clear. It would cost about \$50 per acre to clear. The Townships I have mentioned have been settled by about 100 settlers this year. They are between Langley and Sumas. I think this land is very like the Penitentiary farm, which has the best record of any land in the Province.

To Mr. CUNNINGHAM—Under similar cultivation, this land would be better than the farm I have mentioned.

To Mr. DUNSMUIR—I am a farmer now. I cleared some of my land—some myself and some by contract. There is timber, from small brush to trees three feet through.

To Mr. CUNNINGHAM—I have never cleared land so heavy as the Hastings Mill land.

To Mr. DUNSMUIR—My land cost me about \$20 per acre to clear.

To Mr. SEMLIN—The work done by the Hastings Mill Co. has not made the land easier to clear.

To Mr. DUNSMUIR—The chopping is done in such a way that the timber is harder to burn. The Company merely want the millable timber; they don't care whether the timber falls in a convenient manner for burning or not. Land is spoken of as cleared when you can get a crop off it.

To Mr. SEMLIN—If I had to stump this land I should do it by machinery. I have taken up the claim I pointed out to you, and am prepared to go on with the improvements. I was told it was not a safe thing to do, so I left off improving for a time.

Mr. HELGESEN—Have you ever said that you were connected with a syndicate for the acquisition of lands on Burrard Inlet? *Ans.*—No, I have not. I said that I had a claim and would assist the others.

Mr. SEMLIN—I suppose you are all making a test case of Mackie's case? *Ans.*—Yes, that is all.

ADAM INNES.

DONALD MCPHADEN, examined on oath:—

I claim land on Burrard Inlet; my lot fronts on False Creek. Sprott and I are on the same claim. We both have part of J. Bone's claim. My claim commences beside Lockhart's claim, and runs east. Bone's claim runs 40 chains east; I claim 40 chains.

[McPhadden here showed copy of the original Bone claim.]

To Mr. HELGESEN—We don't claim it in partnership. I claim what I have staked out, and he what he has. Our lands do not overlap. I don't think he is on Bone's claim. I am between Sprott and W. Mackie, Jr. I located in November, 1883. I made application to the Dominion Government. I did not go on the land myself; I did not stake it out myself. I have been on the land. I have had men on it all the time; Orford was one, and Goudy another, and Andrews another. Goudy was there several months. Andrews is there now. They have built a house, and cut down the timber. I paid \$45 or \$50 a month to Goudy, and Orford about the same. I have been down several times to see what the man was doing. He cut down timber. I did not think this was the Hastings Mill Company's land. I thought it had been pre-empted by permission; I thought that the former pre-emption gave me the right to pre-empt. I thought that by giving consent to the former pre-emption, the Mill Company abandoned this land. I knew that the lands were given back to the Provincial Government. My Agent applied to Mr. Warwick, I think. I don't know what steps were taken to have my right recognized. The house is about 12 feet by 12 feet—just a cabin for the men to live in. I took up the land for farming purposes. I live in New Westminster. It is very good land for farming purposes. It would cost about \$40 an acre to clear. About five acres are felled.

To Mr. CUNNINGHAM—I have no other claim now. I have other land in New Westminster District.

To Mr. DUNSMUIR—I asked Mackie to see that my men did their work. I sent money to Mr. Johnson. I paid the men, not Mackie. When the Mill Company brought the action against Mackie, we all clubbed to defend the action, about five months after taking up the land, for I considered we were all in the same fix—that is the two Mackies and Sprott. We got money from Chisholm. There might have been one or two others—Laidlaw, Webster, Edmonds, and Black. That is all that came to me. Brighouse was in with us; he provided funds. Bole has no interest, as far as I know, except as my Counsel. This money was furnished upon our asking for help. It was five or six months after the commencement of the action, but we had no money to go on.

To Mr. DUNSMUIR—Those who furnished the money could get it back somehow.

To Mr. CUNNINGHAM—The understanding is that I will give the others a share if I win.

To Mr. DUNSMUIR—These men do not go by the name of the syndicate.

To Mr. CUNNINGHAM—I cannot say that these men go in with me.

To Mr. HELGESEN—We are making the Mackies' a test case.

To MR. DUNSMUIR—I have been about New Westminster about two years, and in the country twenty years. I don't remember any reserve on this land in 1878.

To MR. HELGESEN—There is, in my opinion, very little millable timber on my land. I am no injury to the Mill Company. They have not warned me not to settle on this land. I have been in continuous possession ever since November, 1883, and had peaceable possession. I believed that the land was released from the lease. I intend to live on the land. My improvements amount to about \$400.

To MR. DUNSMUIR—The house cost \$100. Lumber was very hard to get to the place.

To MR. HELGESEN—I applied to the Government for a pre-emption.

To MR. DUNSMUIR—I also applied to Mr. Trutch.

To MR. CUNNINGHAM—I intend to go out there to live. I have four sons. I may go out soon.

To MR. SEMLIN—I intend to go there when I can afford to.

To MR. DUNSMUIR—At the time I took the land I thought the terminus would be at Port Moody. After I had taken up this land there was \$30,000 paid for 50 acres at Port Moody.

DONALD MCPHADEN.

WILLIAM MACKIE, JR., examined on oath:—

To MR. WILSON—I have a claim on Burrard Inlet; it is near False Creek. I took it up on 15th November, 1883. I applied to Mr. Ross, Government Agent. He told me it was open for pre-emption. My uncle was present at the time. I think Ross is Immigration Agent. I did not know whether Ross was Dominion Agent or Provincial Agent. I shall have been in the country three years next May. I did not consider myself an immigrant. I took no other steps besides applying to Ross. I was satisfied with what he gave me. I have chopped and burned a little timber on my land. I have made a garden. I have not lived quite continuously on the land. I worked about a month on the road, and eleven days on the Macdougall road. I have felled the timber on four or five acres. I have put up a house 12 feet by 12 feet. I have fenced in the garden. I raised a crop in the garden last year. I did not apply to Mr. Trutch or the Provincial Government for land. I am sued by Mr. Alexander. I have had help to carry on the suit. I don't know of any company formed for the acquisition of lands on Burrard Inlet.

To MR. HELGESEN—My uncle went to New Westminster when we got the summons.

To MR. WILSON—I did not think this land was on the Hastings Saw-Mill Company's lease. I was told it was an old pre-emption. I have been on the land about a year. I got help to live from my uncle. He was not living with me. He used to come on Saturday night, and sometimes once or twice during the week. My uncle was living at English Bay. He was working on his own place. He was living on his own place. Sometimes he slept with me, sometimes he went home. I have only been three or four times to his place. I don't remember when I went there.

To MR. HELGESEN—There is a little millable timber on my claim. I have only cut down one tree for firewood. I don't think I am any injury to the Hastings Mill Company. I intend to live on my land. I am a single man. I have settled in good faith. I don't know much about the suit. I think the time for renewing has about expired. There is some good soil on my claim.

To MR. SEMLIN—Nearly all the millable timber has been taken off. I have been fourteen months on the place. Two months I was away. The improvements are the produce of one year's labour. I did not work hard all the time, on account of the suit. I have made the garden since the suit. I have cleared about 2½ acres. I did not know what to do while the lawsuit was hanging over me. I took up this land for a home.

To MR. CUNNINGHAM—I took up this land for myself. I promised to pay back the money I received to help me out with the lawsuit. I said I would give back the money when I was able. I made a promise to give some land or money.

To MR. HELGESEN—I had no money to defend myself, and I was bound to raise it or get off.

To MR. CUNNINGHAM—They have not yet turned me out.

To MR. WILSON—I was upon the land before I had the lawsuit.

To MR. DUNSMUIR—There was other land around as good as that which I took up.

To MR. SEMLIN—I did not know of the lease.

To MR. DUNSMUIR—I got help from Mr. Chisholm; he said he would see me through as well as my uncle. I don't know of any other man who helped us.

To MR. WILSON—If I was successful I was to pay him back. I did not promise anything in particular. I did not sign any paper.

To MR. HELGESEN—I relied upon what Ross told me, and upon what my uncle told me about the old pre-emption.

To MR. WILSON—I should not have gone on the Hastings Mill land but for the old pre-emptions.

To MR. CUNNINGHAM—I did not know that there was a reserve on this land by the Provincial Government.

To MR. HELGESEN—I never saw a notice that land on the Mainland was open for settlement at \$1 per acre. I applied to Ross for a pre-emption record. I have got it. I made application to the Dominion Government and received a circular.

To MR. WILSON—I did not get anything from Ross. I have no other land in the country.

WILLIAM MACKIE, JR.

Moved and seconded, that the Committee adjourn till to-morrow at 5 p.m.

CHARLES WILSON,
Chairman.

MEETING OF COMMITTEE, 3RD FEBRUARY, 1885.

Present—Messrs. Wilson, Cunningham, Dunsmuir, Semlin, Helgesen, and McTavish.

Minutes of previous meeting adopted as read.

JAMES ORR, sworn and examined:—

In April, 1884, I applied to purchase three lots in the townsite of Granville; they are Lots 12, 13, and 14, Block 5. The Government Agent told me the lots were not for sale, and I asked him to make a pencil memorandum in the books of his office of my application, which he did. I intended to go to Granville to live. I also made application to purchase some other lots at the same time. They were water lots, below high water mark, for the purpose of erecting a wharf. Before I made the application for the lots, Gillespie had put up a small house for me on one of the lots, and cleared portion of them. This was after the terminus was declared at Port Moody, and before the intention was expressed to extend the line to Coal Harbour. I was over in Granville some time last summer, and was asked to bring the matter before the Government by parties who had located on the lots. I got an approximate estimate of the improvements made on the lots the parties were residing on, in order that I might lay it before the Government. I gave the Chief Commissioner of Lands and Works (I think in November last) a memorandum of these claims, and requested him to take some steps to protect these men in the final agreement with the Syndicate. There are eight parties, with an aggregate amount of \$3,420, according to the estimate given to me by the Constable. There were two other parties. I don't know whether they made application to the Provincial Government or not. One was Charles Caldwell, and the other was a man named Griffiths—for the right to purchase. These are all the lots I know of occupied by persons who have made application to purchase.

After Port Moody was declared the Terminus of the Canadian Pacific Railway, I had formed the opinion that the lands lying to the west of the North road would, under the Terms of Union and the different Acts passed by the Local Legislature, revert to the Province. This was what induced me to make the application to Mr. Charles Warwick for the lots, and he told me he had no authority to make any record.

To MR. SEMLIN—I think I applied the 2nd day of April, 1884.

To MR. CUNNINGHAM—I simply want the right to purchase these lots when they come into the market. I believe the original upset price was \$100 before they were withdrawn from the market. Parties then had nowhere else to go, as all the rest of the land was under lease. I don't know to whom the water lots belong—the Provincial Government or Dominion Government. Settlers told me they were willing to pay more than the original upset price.

To MR. HELGESEN—Lots were entirely vacant when I took possession of them.

To MR. SEMLIN—If lots were put up to auction they would have a tendency to fall into the hands of rich men, who would hold them for speculation.

To MR. CUNNINGHAM—Improvements increase value of surrounding lots. Usual way of selling occupied lots is to sell subject to arbitration as to value of improvements, and payment of amount to settler.

There are some more lots that are not in the memorandum already handed in. They were taken up at same time—Lots 4 and 5, Block 4. I was told value of improvements was \$147. James Cash was the name of the applicant.

To MR. WILSON—I only know about the claims of the other parties by being told by them, and from a general knowledge of the location. There may be others who so claim, that I have no memorandum of.

JAMES ORR.

WILLIAM TIERNEY, examined under oath:—

I have a mineral claim at Granville to press before the Committee. In May last I bought a half interest in a claim with M. Gannon. I went up and brought down some ore. I saw a well-defined lead—two walls. I am not a miner, but have some experience in rock. I hold a miner's licence. I got some of the rock and sent it down to Price of San Francisco, and had it assayed. The assay shows that it contained both gold and silver. It has cost me between \$100 and \$125 already. I applied to the Chief Commissioner of Lands and Works if I could get a title if I complied with Section 74 of the Mineral Act, and was told that it was reserved for special purposes. I paid my money in good faith, and intend to hold and work the claim. My object in coming before the Committee was to prevent the Government from giving it away to the syndicate. I can't do anything without the surface.

To MR. HELGESEN—It was my partner who applied to the Chief Commissioner of Lands and Works to lay over the claim. The Chief Commissioner of Lands and Works laid it over. I want the claim for mining purposes.

To MR. WILSON—We never took any steps to compel the Chief Commissioner of Lands and Works to issue a Crown grant. I was of opinion that it was necessary to get a fiat from the House to sue the Chief Commissioner of Lands and Works. I would be satisfied if I got a fiat to compel the Chief Commissioner of Lands and Works to issue the Crown grant. I intend to go up on the claim this summer.

To MR. CUNNINGHAM—No one is assisting me to prosecute this claim. I did once offer one-third for someone to find the \$1,000 purchase money and fight the claim in Court.

WM. TIERNEY.

The evidence of W. Mackie, Sr., was read to him and signed by him.

W. Mackie, Jr.'s, evidence read to him and signed by him.

D. McPhaden's evidence read to him and signed by him.

Moved and seconded, that the Committee adjourn till to-morrow, at 7.30, p. m.

CHARLES WILSON,
Chairman,

MINUTES OF MEETING HELD 4TH FEBRUARY, 1885.

Present—Messrs. Cunningham, Dunsmuir, Semlin, Helgesen, and McTavish.

Moved by Mr. Helgesen, seconded by Mr. Semlin, that Mr. McTavish act as Chairman *pro tem*. Carried.

Moved by Mr. Semlin, seconded by Mr. Helgesen, that minutes of previous meeting be adopted as read. Carried.

The evidence of A. Innes was read to him and signed by him.

MR. TAYLOR examined under oath, and signed his evidence.

Statement of Claim to Pre-emption Record of 160 Acres of Land on False Creek, District of New Westminster.

1.—APPLICATION FOR RECORD.—On or about the 16th of July, 1884, I applied to the Hon. the Chief Commissioner of Lands and Works for a pre-emption record for 160 acres of land on False Creek, lying to the westward of and adjoining the lot owned by a Mr. Russell, but not numbered on the official map; the Russell lot lying to the westward of and adjoining Lot 200, Group 1, New Westminster District. Shortly afterwards (I have not the date), I again wrote to the Chief Commissioner, repeating my application for a pre-emption record of said land on False Creek, and sent him the fee of \$2, which has not been returned to me, but went, I assume, as a mite to help the revenue. A correspondence ensued, in which I endeavored to press my claim and to induce the Chief Commissioner to give me a pre-emption record for said land. Appended see my last letter, under date of October 11th, 1884.

On the 24th of September, 1884, I filed an application for the same land in the office of the Land Commissioner in and for the District of New Westminster, and paid him the fee of \$2, which he retained.

2.—OCCUPATION.—I went on said land on the 15th day of July, 1884, and put up the stakes or posts, and have continuously lived there up to January 12th, 1885.

I have made improvements on my claim, cutting and removing brush, &c., and have started a nursery in a small way, and have done what I felt justified in doing.

RIGHT TO OCCUPY.—I believe I had a perfect right to occupy said land, it being open to pre-emption at the time I went there.

I had been informed that the Dominion Government had acquiesced in the view held by the Legislature of this Province, that the land west of Port Moody was not included in the 40-mile Railway belt, and as the reserve was lifted some time in the month of May, 1884, and that, therefore, this land was open to settlement and pre-emption. It was waste and wild land of the Crown.

UNOCCUPIED.—When I went there on July 15th, 1884, there was no one there. The land for which I made application was unoccupied and vacant, and I was assured by those who had every opportunity of knowing that it had been unoccupied for a long time.

There was a small rough cabin a few yards distant from Gillespie's landing, which I was told was built in November, 1883, and unoccupied. When I went there, there was no stove in it, no bed in it, no person living there.

A Mr. Sprott, who, I understood, had applied to the agent of the Dominion Government for the land, had gone into the Land Office in New Westminster before I went there; and as I was informed that the Dominion Government had acquiesced in the view that this land was not included in the Railway belt, they, therefore, had no title to give; and as Mr. Sprott had left the place, he had abandoned what possessory claim he may have had; and as I was told that a company had been formed, I regarded the land as to all intents and purposes abandoned, unoccupied and vacant.

TIMBER LEASE.—The land for which I applied was (so I was told) included in a timber lease held by the Hastings Saw-Mill Company. But I understood a timber lease to be a permit to cut and remove timber, and that it did not set aside the plain law of the Province, which gave the right of pre-emption.

I believed that section of land to be open to settlement, and not under any reservation when I went there. I regarded the answer to my first application as a bluff, and did not then anticipate any serious difficulty in obtaining a record. For the foregoing reasons I believe I had a right to occupy said land, and that I was and am entitled to a pre-emption record for the same.

Some time in the spring of 1884—I think the month of April, but am not sure—I was told that a difficulty had arisen between some persons who had applied for land on False Creek, District of New Westminster, and the Hastings Saw-Mill Company, and that a rich company had taken hold of the land and had paid a barrister a fee of \$500 to look after the matter.

Have been told that there was a large company using their influence and means to hold this land and get it from the Government:—Doc. Chisholm, Brighthouse, B. Ross, G. Black, VanBramer, Johnson, Wm. Mackie, Sr., Wm. Mackie, Jr., Sprott, Blair Bros.

Have been told (as common report) that these men were members of that company. Have not seen any papers with their names on them in that way, but from what I have seen and heard I have not the shadow of a doubt of the existence of such a company. Mr. Chisholm told me that he was interested in these lands, and afterwards said he was assisting these men to get them.

Referring to a date of occupancy, Wm. Mackie, Sr., told me that "the books would show it."

I went on to said land or claim on the 15th day of July, 1884. On the 21st or 22nd, I think the 22nd, day of July, 1884, Mr. Brighthouse came there, and brought a man, who gave his name as Buchanan, and put him on my place. I asked the man what brought him there. He told me that Brighthouse had hired him, and brought him there; that all he wanted was his wages; that he did not know Sprott at all; that the only man who spoke to him about coming there was Brighthouse. A few days after he repeated the same in substance in the presence of James Gillespie. I forbade him to trespass on my claim. There was no improvements made on my claim when I went there; I made the first.

I am informed that the reservation that was on the land in which my claim is located, was taken off on the 7th of May, 1884, and that the notice that another reserve would be placed on the land, was first given on August 7th, 1884. I went there on July 15th. My first application was under date of July 16th, 1884. I was told that an old reservation was on that land; if so, why put on another?

It may be that my application was imperfect; I now believe that it was; but it was the best I knew how at that time, to make, and it was an application honestly made for this little piece of wild and unoccupied land, which I believed then, and still believe, was at that time open to pre-emption.

In my letter of October 11th, addressed to the Honourable the Chief Commissioner of Lands and Works, I referred him to sec. 56 of the "Land Act, 1884," by which I thought that—

First—My land was exempt from reservation;

Second—That that clause (56) or section of the "Land Act, 1884," only gave the authority or power to reserve land for the (one) purpose—viz., to be conveyed to the Dominion Government, and to be held in trust by them. I thought it gave no power to the Governor in Council to reserve land to be dealt with by themselves.

Gentlemen, I submit this imperfect statement, and most respectfully ask for what I conceive honestly to be my right—a pre-emption record for the 160 acres of land in question.

ROBERT HERBERT TAYLOR.

"FALSE CREEK, October 11th, 1884.

"Honourable Mr. Smith, Minister of Lands and Works:—

"HONOURABLE SIR,—As persistence is a trait of Anglo-Saxon character, I may be pardoned if I plead guilty to the possession of that quality, and continue to press my claim on your attention. In doing so, permit me to call your attention to the following reasons why I think my claim should be favourably considered:—

"First—That in my opinion, the list of exemptions contained in sec. 56, "Land Act, 1884," (I quote from memory) includes this section of land, and that as a sequence this land is legally open to pre-emption; and as I have complied with the requirements of the Act, am entitled to a record.

"Second—That it is the universal practice to seek the best locations available. That at present these are but the waste and wild lands of the Crown.

"Third—That if this land in question is intended as a donation to the Canadian Pacific Railroad Syndicate, then I think a very grave question arises. What right have they to this land? I am aware that the reply is, that they are engaged in the construction of a great road by which this Province is to be benefited! For whom, I ask, are they building this road, for the Province, or for themselves? What extraordinary philanthropists these men are! Availing themselves of the geographical position, and of the immense resources of this Province, they construct this road for their benefit, expecting to increase their riches scores of millions of dollars by it. What do they care for us, only to make money out of us. If the railway syndicate had not thought that there was big money in this road, would they have built it? No, not a rod of it. What do they care for this Province, only to avail themselves of its resources, and of the intelligence, energy and enterprise of her sons, that they may greatly increase their wealth out of us? And are we asked, forsooth, to pay them for that? Must they come in and strip us of our heritage with which to enrich themselves? A corporation owning almost countless millions of acres to take my *little* piece, and leave me destitute! You tell me this land is valuable. Valuable for what? To give to those who have no right, but that of insatiable greed? While I, who have a right and offer to pay for it, am put off, because I am not a member of a railway corporation. If it is too valuable to sell, it is too valuable to give away.

"A public sentiment has been awakened by the insatiable greed of these monopolists on this continent, which has found a voice in the Legislatures—in the Courts of Justice, and among all bodies of men—and it is always to check them.

"It may be objected that to open these lands would be to throw them into the hands of speculators. What, I ask, are these men but speculators, who, being able to hold these lands, might seriously retard development?

"Fourth—There are others seeking land here besides me. Permit me to call your attention to the fact that there is no analogy between their position and mine. When the Dominion Government acquiesced in the view that these lands were not a part of the Railway belt, it left them without a shadow of claim, and now they are trying to get this land over the heads of the Local Legislature. They have (so I am told) formed a company, and they are not coming honestly in their own individual right and name to press their claims.

"I have gone to you, Hon. Sir, and have honestly asked for what I sincerely believe to be my right, and I still entertain the hope that you will favourably regard my application.

"Allow me to ask for the favour of a personal interview, as I shall be in Victoria in a few days.

"Your obedient servant,

"ROBERT H. TAYLOR."

Mr. Taylor made an application for some remuneration for the time taken up in writing his evidence.

HON. WM. SMITHE made a statement under oath:—

When I gave my evidence before, I referred only to such claims as had come before me as Chief Commissioner of Lands and Works. During the progress of this enquiry, I have found out that at least nine-tenths of the claims considered were never preferred at the Lands and Works Office. My statement before the Committee on a previous occasion, with regard to the claims preferred by Mr. Bole, had no bearing at all upon those really preferred by him before this Committee. The letter which I submitted, was one which I received from Mr. Bole, dated 15th July last. It intimated that he had offered purchase money for certain pre-emptions—notably 1,003, 1,004, 1,009, 1,031, 1,216. When I got this letter, I looked up the respective pre-emptions. I have already, in my former evidence, stated the position in which I found these claims. One (1,216) had two years before been paid for, and a Crown Grant given. Mr. Bole has, before this Committee, not preferred any claim under the pre-emptions which he communicated to me in July; but he has preferred claims on behalf of certain men who have made applications to pre-empt land which had been

pre-empted in 1873 under the numbers given. Not one of these names had ever been submitted by Mr. Bole to me. I was in entire ignorance of them until Mr. Bole appeared before this Committee. When I was negotiating with the Railway Company, with respect to the lands which are proposed to be conveyed to that Company for the extension of the Railway to English Bay and Coal Harbour, I quite thought that all claims, in so far as Mr. Bole was concerned, were those which he had submitted to me last July, and which I knew to be without any legal status at all. These claims are preferred now by Mr. Bole, on the ground that the land was not under the Hastings Mill Company's lease, because it had been taken from that Company in 1873, when the pre-emption records were made. If these claims had come before me, I would have answered Mr. Bole's application: that if his contention was sound, and they formed no part of the Mill Company's lease, then the reserve which was placed upon all lands on the peninsula, and twenty miles on each side of it, in 1878, would apply to these lands; and there has been a reserve on them ever since, so that Mr. Bole's clients could not pre-empt them. With respect to claims which have been made by several persons for town lots at Granville, I had no official knowledge of them at all until very lately—none at all during the negotiations with the Railway Company. The first day the agent waited upon me, which was the opening day of the session, I told him of these claims. I arranged with him that *bona fide* settlers upon these claims, who had located before it became almost certain that the Railway would be extended, should be allowed to purchase these lots at \$200 per lot. This price was not definitely settled at our first interview. Mr. Beatty said he would do what was right by these men. Afterwards, I received a written statement from him that settlers who had located lots in Granville, before it was decided to extend the Railway, should be allowed to purchase at \$200 per lot.

MR. HELGESEN—How many lots are there depending on this operation? *Ans.*—I have a list of nine; I don't think the number will exceed twelve.

Have you any claims on the land in question? *Ans.*—I have none.

MR. DUNSMUIR—Is the list you mention official? *Ans.*—It is all I have, with the exception of a paper in pencil given me by Mr. Orr in November last.

WM. SMITHE.

Mr. Warwick's evidence was read to him and signed by him.

Mr. Warwick applied to the Committee for payment of his expenses.

Mr. Wilson attended after the Committee had met.

Moved and seconded, that the Committee adjourn until the call of the Chair.

CHARLES WILSON,
Chairman.

W. S. GORE, examined:

MR. SEMLIN—Will you describe the formula gone through before an applicant receives a Crown Grant. *Ans.*—The applicant is required to deliver up to the Government his original papers concerning the land in question—the pre-emption record, the certificate of improvement, and the certificate of purchase. In case those papers have been lost or mislaid, he is required to furnish satisfactory evidence of such loss, that the department may know that they have not been hypothecated. Everything being in order, upon payment of the statutory fee, a Crown Grant issues. Crown Grants are prepared by a clerk in the office, and after being compared are signed, first by myself, next by the Chief Commissioner. They are then sealed by the Deputy Provincial Secretary and dispatched to the Governor. There may or may not be an intermission between the signing of the grant by one of the persons named and another. I am acquainted with the land proposed to be conveyed to the Railway Company, *i. e.*, its position on the map.

Has there been a Crown Grant issued of this land? *Ans.*—Crown Grants have been prepared, but have not been issued from the office.

How many of the steps necessary to perfecting the Crown Grants have been gone through with? *Ans.*—I believe they remain to be sent to the Governor; all that remains to be done is the Governor's signature. I believe that would complete them. After this they would have to be returned to the Land Office, delivered and receipted for by the grantee. Until they are delivered, they are office documents.

To MR. HELGESEN—The names of grantees are Hon. Donald A. Smith and — Angus, Directors of the Canadian Pacific Railway.

To MR. SEMLIN—A Crown Grant is separated from the stub in the office before it goes to the Governor. The Crown Grant under consideration has been separated from the stub in the office. Crown Grants are separated from the stubs as soon as signed, in order that they may not be injured in the preparation of others, to get them out of the way.

To MR. WILSON—A Crown Grant is not complete without the Governor's signature.

To MR. CUNNINGHAM—I have been in the Land Office nine years. No Indians have got titles since I have been there.

To MR. SEMLIN—If the Syndicate should withdraw from the arrangement, the Crown Grant would be filed against its stub. There are instances of this. It is so filed as a record.

To MR. CUNNINGHAM—If the Syndicate don't comply with certain terms, they won't get the deed. It is safe to say they won't get it unless they have complied with the terms.

To MR. SEMLIN—There are numerous instances of Crown Grants being filed against its stub from clerical errors and other causes. Crown Grants have left the department and afterwards been cancelled. The consideration is expressed as either for money or divers good causes and considerations.

To MR. CUNNINGHAM—The Government does not survey lands for private individuals.

To MR. SEMLIN—I don't remember the consideration mentioned in the Crown Grant prepared for the Syndicate. It will speak for itself.

MR. CUNNINGHAM—Has any person been allowed to pre-empt land at Coal Harbor during the past two years, and if so, has it been placed on record in the Land Office? *Ans.*—No, the lands have not been open for pre-emption or sale.

W. S. GORE,
Surveyor-General.

MINUTES OF MEETING OF SELECT COMMITTEE, 12TH FEBRUARY, 1885.

Present, Messrs. Wilson, Helgesen, Semlin, Dunsmuir, and Cunningham.

A letter from Mr. Powell, dated 13th February, 1885, enclosing copy of telegram from Mr. McTiernan dated 12th July, 1885, presumably February.

Letters from Messrs. Warwick and Spratt, enclosing vouchers for \$18 and \$14, were read, and moved by Mr. Dunsmuir and seconded by Mr. Semlin that the vouchers be certified correct, and handed to Mr. Speaker. Carried.

Mr. Walls attended and produced original documents.

Mr. WALLS—I received the deed dated 23rd June, 1884, from either McDonald, Henderson or Humphreys; they were all present at the time, but I cannot say who handed it to me. Mr. McTiernan came to my office this morning and asked to see the deed purporting to be witnessed by him. I showed him the deed, and asked him if it was his signature, and after very careful examination he said, "Certainly, it is my signature." He then asked to be allowed to read it. He then went to the window and read the deed carefully. I asked him if he was satisfied. He said he was satisfied that it was his signature, or the best imitation he had ever seen in his life, but that when he signed the deed, it only included the trees and the improvements. He seemed certain that it was his signature, but in some doubt whether he had witnessed the particular document. He admitted receiving the \$125 on the part of the Indians.

To Mr. DUNSMUIR—Mr. Green is not now interested in this land. He sold one interest on the 5th of November, and the other after to me, but I have not the date. I asked for a Crown Grant in his name. He holds one interest for me. He has no interest at all except mine. What he stated in the paper is true.

J. P. WALLS.

Mr. McTIERNAN—I am Indian Agent at New Westminster. I know that there has been an Indian residing on English Bay, outside of the reserve. The Indian attended at my office with S. Greer some time last summer. There was a document signed there in my presence. The document now shown to me is not the document that was then signed in my presence, nor is the signature mine. I am quite positive that I never signed my name to the document produced, *i. e.*, the deed purporting to be from the Indian to Spinks, dated 23rd June, 1884. I am quite certain that I never signed my name to a document of that kind. When Greer came to my office he had a document prepared, and I am almost certain that it is now in my office; I think I could get it. I admit that the signature is much like my own. I saw the document now shown to me at Walls' office. I did not tell Mr. Walls that it was my signature, but I told him it was like mine very much. I am quite sure that I did not tell Mr. Walls that it was my signature. I would not read all documents I sign as witness. There was a document presented to me by Greer that I refused to sign. I objected to sign it because my name was in the body of the document, and I considered it made me a party to the bargain. After I refused to witness I told him to write one himself, and he wrote one out. I read it; it was signed by the Indian and Greer took it away with him. The document which I did witness was written by Greer himself, and in my presence. I don't know who wrote the body of the instrument shown to me. The first look I gave when Walls showed it to me I knew that it was not mine—by the general appearance of the document, the seals and the paper—that I had not signed it. I arrived at the conclusion by the general appearance, first glance, that I had not witnessed it. Afterwards I examined the signature carefully. I then came to the conclusion that it was much like mine, except that it is better than I generally write my name. I never told Walls it was my signature. Greer paid the Indian \$125 in my presence. If the signature was in a different place on the document, I should say it was mine. I told Greer that the Indian had no title or interest in the place he lived on, but if he wanted to sell his improvements he might do so. When I went to Walls to see the deed, he handed me the whole of the bundle of papers to which it is attached, at once. I have been Indian Agent since April, 1881. The instrument I witnessed is written on blue paper, well lined. I generally use ink. I have all kinds of ink, but generally use black. I don't use an indelible pencil. I don't keep purple or violet ink, but there is a child in the house that I have seen with that colour ink.

To Mr. DUNSMUIR—I was at False Creek in winter of 1881. I went there to take the Dominion census of the Indians. I was there afterwards. There was one house in the course of erection, roof on but no floor. I know that Charlie, the time that I went to take the census, was living down at Jericho, that was the time I saw him first. The Indian told me when the tyhee wants to put me off will you allow me to plant my trees, remove them from where they are now and set them out on the reserve at False Creek. I assented. At the time that he came to me at my place, he told Greer it is only my house, my fence, my potatoes, my stove and my trees, and these things were enumerated in the document I witnessed. It was Spinks' name that appeared in the document. Greer said he did not want any land as he knew the Indian had no title to it, but if he purchased the improvements it would assist him to buy the land from the Government.

To Mr. SEMLIN—No one was present when the transaction took place but Greer, myself and the Indian. I know Spinks but don't remember when I saw him last. I am positive that there was no one in my house but Greer and the Indian and myself. I am positive, because if he wrote one word about land in the body of the document I would not sign it. I have not any paper with my signature here. I do not remember ever to have seen the Indian Jim whose name appears in the deed in my life.

To Mr. HELGESEN—I do not give the Indians permission to dispose of their land. I did not send a letter to the Indian to appear before me. I did not ask the Indian if he would sell his land. I remember the conditions of the bargain. I have given them before. Charlie said that Jim had a patch of potatoes, but that he, Charlie, could not sell them. Charlie has lived there only 3½ years. I am positive it is not more than 4 years.

To Mr. WILSON—I wrote Powell in November because Greer had been to me with a document purporting to assign the Indians' right, title and interest in improvements. The document did not purport to

convey land. I dealt with it the way I dealt with the first one brought to me. I know the Indian could not sell land as the land did not belong to him. I could not assent to him selling what did not belong to him. I never told Greer that I would have any one arrested that trespassed on the Indians' land, that is the land said to be occupied by them outside of the reserve. I first went out to the place claimed by Greer in the summer of 1882, and have been there three times since, last April being the last time. Then there was nothing in the shape of buildings worth two dollars, only one house, and that was at the highest worth not more than seventy-five dollars. The other buildings were only the cedar boards packed around by Indians when fishing. There was some fencing, say 1½ acres, and certainly not more than 2 acres cleared and cultivated. The cultivation and clearing would not exceed 2 acres. There were five middle-sized trees and fifteen small ones. The cultivation is in little patches where the Indians would raise a few sacks of potatoes. I could not miss seeing any other cabin if there was one. Guessing at the size of the house I should say it was about 18x24. I never told Greer to purchase the rights of any Indians, either Charlie or any others.

To MR. SEMLIN—When Indians move from one place to another, they move their trees with them. I mean when they have occupied a particular place for a few years, and move to another place in which they are likely to remain for a few years, and they then transplant their trees, without they can sell them to advantage. The five large trees are large enough to bear. It was on Wednesday last that I telegraphed to Dr. Powell. I never told Greer that these Indians were not placed on a reservation.

To MR. WILSON—The money that passed between Greer and the Indian was a cheque for \$75, and the remainder in bank notes. I am not sure whether there was any silver or not, neither can I tell whether there was any gold or not. The writing on the paper occupied about half the sheet of foolscap. I can't tell whether the remainder of the paper was torn off or not. I don't remember whether the paper was folded or not when the Indian signed it. I think there was \$10 in silver but I am not sure. I knew nothing of the transaction till Greer and the Indian came to my place. After the sale I wrote to the Indian telling him that having sold his improvements to Greer he should not trouble him. I did this at Greer's request, and on his representation that the Indian was troubling him. I don't remember writing to Joe Mannion. I may have done so, but my belief is that I did not write until after the sale. Jim's name was in the body of the document drawn by Greer, but was not signed by him when I witnessed it. I only witnessed Charlie's signature.

P. McTIERNAN.

McTIERNAN—The Indian Charlie now here is the Indian who was present with Greer at my office last summer.

CHARLIE—Mr. J. C. Hughes sworn as interpreter.—

I will not lie. I know the book that I have kissed. I am a Squamish Indian. I live at Fraser's camp. I have been there two years. I lived at the same place formerly when Rogers had the camp. I was there a short time. I don't know how many years. Before that I lived at the place that the man bought from me. I mean Greer. I lived there not quite four years. Before I went to Rogers I lived all the time at Squamish. I planted apple trees on the ground now occupied by Greer; also berries and vegetables. The False Creek Indian reserve was some distance from there. I knew it was Government land, and only worked a small piece. Jerry's camp was a short distance from the place, and I worked part of the time for Jerry. I first left Squamish when the three Chiefs came up there to see the Indians. There was no one on the land now occupied by Greer when I first went there. It was Rogers gave me permission to go there and plant potatoes. It was an old logging camp with the houses down. I lived there alone. I had a child, but the child is dead. I knew a friend named Jim, an old man dead, now four months. I lived then alone. Jim had a cultus house, no windows or floor. He found floating lumber and hauled it up on the beach and made a house. I always worked at the camp, and never built a house. The child's mother is dead a very long time ago. She died at the Mission before I went to work for Rogers. I don't know how many years I worked for Jerry. I think it is about 8 months since I sold to Greer. When Greer found me I said I was afraid it was Queen's land. Greer said he had found that land and he would go and see Alexander about it, and he would look after the Indians. The trees bore a few small apples. The trees grew in a box from seed and I put them in the ground. The trees have not been transplanted. They are about 5 years old. I cleared a little land and planted the trees, and then built the houses. I first saw Greer until he made the payment to me. My custom was to work for Jerry in the summer time; when the cold weather came go to Squamish; return in the spring. When Greer first came to me he said you had better go; I have got this land. I said, I'll go and see McTiernan; the klootchman will get the berries and potatoes, then I will go. He said, all that is here I will take and pay you for, and you go at once. Greer talked strongly. After a time I became frightened, and said I'll go, and he said go quickly. Greer told me to go to New Westminster and see McTiernan, and I agreed to go. I thought it was best for me to see Mac, and Greer said it was very good. I went over to town and found Greer there and went to Mr. McTiernan's office with him. McTiernan sent a letter to Joe Mannion for me to come in. The apple trees have never come to anything. Ike Johns read the letter from McTiernan to me. This was before I received the money. The letter said if I would go into Westminster I would get paid for my house. I went to town. Greer was not present when the letter was read to me at the mill. I told Greer it would be best for us to go to McTiernan as he had told many lies. We then went to McTiernan's house. That made three of us there. I told McTiernan to look after me, this man wants to buy my house and potatoes, but I'm afraid about the land. Jim was not with me then. He was at the salt water. He could scarcely walk.

When at McTiernan's house Greer asked me how much money I wanted for my things. I received \$125. I sold my house, stove—the latter Greer wanted badly,—and all the various little things about the house, and potatoes and fruit, and a fence. Jim was very ill, and died soon after. Jim was with me the first time Greer came, but very sick. Jim sold Greer nothing. I was taking care of Jim, and gave him some money. He was very poor, and had nothing to eat. I never returned after selling out to Greer. I was afraid of him. When Greer came to see me I was living on the sand spit below the camp; I was not sleeping at my house I sold to Greer. I gave Jim about twenty dollars; it was a gift. I planted potatoes last spring, and they had grown a little when Greer came. Greer was the only person who came there. No one came there when I was planting potatoes. Greer was the only person who ever came there. There are only two houses on the land—no house on the beach. I returned to the camp after I got the money from

Greer. Greer wrote a paper, and I signed it. Greer wrote the paper; McTiernan saw it written. The paper I signed was one-fourth the size of a sheet of foolscap. All the money was paid in bank notes, no silver. I only signed one paper. There were no seals on it. [Deed dated 23rd June shown to him.] He says: "I never signed that paper; it was signed with black ink."

J. C. HUGHES,
Interpreter.

CHARLIE,
×
his
mark.

Adjourned to 7.30 to-morrow.

MINUTES OF MEETING HELD 17TH FEBRUARY.

Present—Messrs. Wilson, Semlin, Cunningham, Dunsmuir, Helgesen, and McTavish.

Moved that the minutes of last meeting stand over. Carried.

MR. JAMES ORR, examined under oath:—Some time in November I was in Victoria, and met Messrs Walls, Humphreys and McDonald, I think. One of them asked me to look at a bill of sale of the piece of land at False Creek. Showed me a bill of sale signed by Charlie and Jim and witnessed by P. McTiernan. I noticed that McTiernan was referred to in the body of the document as Indian Agent. In New Westminster, a few days after, I met McTiernan; told him he might compromise either himself or the department if he sanctioned this as Indian Agent. He said that Greer had given him the money, that he had given it to the Indian, and that the bill was made out in Spinks' name. He said that he did not sign it as Indian Agent, but simply as witness; said he would be more careful next time. I mentioned to him that his name was in the body of the document.

To MR. WILSON—I think that there were no seals to the documents which I saw.

To MR. HELGESEN—It was a counterpart of the document which I saw printed. There was a conveyance of land and a reservation of crops for the Indian. I did not understand that McTiernan assented to the transfer as Indian Agent. I saw a second document, which was signed P. McTiernan, Indian Agent. This was a letter to the Indian, telling him not to interfere with Mr. Greer on that land, which I understood to apply to the land sold to Spinks. I think the letter was addressed to Charlie. The document produced, dated 23rd June, 1884, is the one which was shown me in Walls' office.

JAMES ORR.

D. W. HUGHSTON, examined under oath:—Mr. Walls is my legal adviser. I was in his office yesterday morning. I saw a gentleman come in whose name I do not know. Mr. Walls showed him a document and asked him if that was his signature. The gentleman opened it, and I presume that he read it, from his language afterward. He then said that it was not his signature. He said it was his signature before he read the document, but after reading the document he said that if attached to any other document he would say it was his.

To MR. CUNNINGHAM—I think I would know the document; I would not swear to the one produced. I have had no conversation since yesterday with Mr. Walls regarding this until I was handed the notice to attend the Committee by Mr. Wilson in Walls' office. I have had no conversation with Mr. Walls since.

To MR. DUNSMUIR—I think that he first saw only the bottom part of the document.

To MR. SEMLIN—I think that there were several leaves in his hand, and that this might be the document that he was looking at.

D. W. HUGHSTON.

J. P. WALLS, examined under oath:—

I know D. W. Hughston. Mr. Hughston, myself and another man were in my office yesterday when produced the deed to McTiernan. The third man was the agent for Hexter & May of Portland. His name may have been Sol. Blumaer.

To MR. SEMLIN—I am satisfied that I received the document from Mr. McDonald. Henderson and Humphreys were both present. The document is in the same condition as when it came into my possession. I received the document soon after the 22nd September.

To MR. CUNNINGHAM—Green sold one-half his original interest in the claim to Longhurst, and one-half to me, and now owns nothing in it. I have not yet received a transfer from Green.

MR. HELGESEN—Did you ever have any suspicion that the deed conveying the land to Mr. Spinks was a forgery? *Ans.*—I have no knowledge of nor any idea that it is a forgery. McTiernan owned to his signature yesterday in my office.

To MR. DUNSMUIR—Mr. McTiernan apparently read the document twice, first at my desk and afterwards at the window.

To MR. CUNNINGHAM—McTiernan said he believed the document he signed only specified fruit trees, buildings and improvements. I was very busy at the time.

To MR. DUNSMUIR—I am satisfied Hughston was in my office during the whole time.

J. P. WALLS.

Mr. Dunsmuir handed in a letter from A. A. Green to Mr. Smithe:—

"VICTORIA, B. C., February 13th, 1885.

"*Hon. Wm. Smithe,*

"*Chief Commissioner Lands and Works.*

"SIR,—In reply to yours of to-day, let me inform you that I have disposed of my interest in the English Bay land, as stated in the *Colonist*. Mr. Walls had no business to place my name among the applicants at the date of his letter to you, for I was not a claimant at that time, a fact of which I believe Mr. Walls to be then cognizant.

"I have, &c.,
(Signed)

"A. A. GREEN."

H. McDONALD, examined under oath:—

I know the document produced. I got it from J. B. Henderson. I gave that, together with other papers, to Mr. Walls. I saw the document before any of the other partners, except Mr. Henderson. I saw it first in September. It is now in the same condition that it was in when I first saw it. I do not know who wrote it. I got it from Mr. Henderson in Victoria.

HUGH McDONALD.

R. H. ALEXANDER, examined under oath:—

The two Stewarts and Matheson were working for Gillespie, who was logging on our land under contract by the Mill Company. I could not say exactly how long they were working for Gillespie. There are a number of cabins in connection with the camp; some of them have been there for years. If a man was working at the camp and living in one of these cabins, I would never think that he was squatting. Gillespie told me that Stewart was making some claim to land, and I therefore warned him. One of the Stewarts has a large house in Granville. I knew nothing of the claims of Matheson and the other Stewart until I saw it in the evidence before the Committee. If a man unconnected with the logging camp were to erect a house on the lease, I should look upon him as a trespasser. A man working at the camp has to live there, or in the immediate vicinity, and I should never dream of making any objections. In a similar manner to these claims, any man working at the camp that chose to reside in a separate shanty might be held to be acquiring a title to the land as a settler, and so might the logger himself. There would be no safety in that case for the Mill Company.

To MR. SEMLIN—I have been Manager since July, 1882, but have been in the Mill Company's employ for fourteen years. Since I was connected with the Mill Company, all the pre-emption claims (five) already mentioned in my evidence, were allowed. I think there were in addition two—H. Magee, I am sure, and I am not sure about Mr. Cleary. To the best of my belief the Mill has not stopped at any time, during my connection with it, for three months. The yearly output has run from 9,000,000ft. to 15,000,000ft. 15,000,000ft. is not the full capacity of the mill, we could run night and day and cut a good deal more.

To MR. HELGESSEN—Mr. Heaty and Geo. Campbell were previously the owners of the lease.

MR. HELGESSEN—Are not the Oppenheimer Bros. owners of the lease? *Ans.*—No, they are not. Dr. Powell is not the owner of the lease at present. I have no interest in the lease other than my interest as Manager of the Company.

To MR. SEMLIN—I could not tell how many applications have been made to pre-empt on the lease since 1882.

To MR. DUNSMUIR—I was book-keeper for about ten years.

RICHD. H. ALEXANDER.

Moved and seconded that the Committee adjourn until 7:30 P. M. to-morrow. Carried.

Letter referred to in Dr. Powell's evidence, page 15.

NEW WESTMINSTER, B. C.,
November 17th, 1884.

SIR,—I have the honour to enclose you a document sent to me by Mr. Samuel Greer. He requests me to be present and give my consent to the Indians in question to sell their improvements and interest in the land occupied by them adjoining their reserve at False Creek. The Indians are willing to sell their right in the place, as they are threatened by other parties to put them off the place. Greer is the only person who offers to pay them for their improvements.

Be good enough to return the enclosed document by Wednesday's boat, and advise me how to act in the matter. In the enclosed document Greer sent me \$100 to pay the Indians.

I have, &c.,

(Signed)

P. McTIERNAN,

Indian Agent.

*I. W. Powell, Esq.,
Superintendent of Indian Affairs, Victoria, B. C.*

GRANVILLE, 16th February, 1885.

To Mr. Wilson, Chairman Squatters' Committee:—

SIR,—Peter McTiernan, Indian Agent, did sign the Indian title as a witness. Jim's name is a forgery; I can prove it. I read the contents of the title to McTiernan in his own house. If he denies receiving the money I can prove it by bank cheque on Garesche, Green & Co. I can prove the Indian said he was twenty years on the land. I have McTiernan's letters to prove he transacted all the business for them. I trust the Honorable Committee will have this so-called forgery investigated. If summoned I will again appear before the Committee, to prove McTiernan signed that document. I wish to have Norman Bole summoned to prove that McTiernan told him the Indian was on this land in question twenty years. I also wish to have Alexander Tolmie, of the Holbrook House, New Westminster, summoned as evidence. Also, Mr. Rickman, of New Westminster. McTiernan can't deny the signature.

Trusting you will have the matter investigated,

I remain, &c.,

(Signed)

S. GREER.

TELEGRAM.

NEW WESTMINSTER, February 18th, 1885.

To Charles Wilson,
Chairman Select Committee:—

Found Greer's paper referred in my evidence. Will send it to you Saturday first wish to correct part of my evidence at the same time by letter.

(Signed)

P. McTIERNAN.