

EVIDENCE

Taken by the Select Committee appointed to enquire and report to the House whether any bona fide or other occupants, having occupied or made substantial improvements on lots in the Townplot of Granville previous to Mr. Van Horne's visit, have been allowed, or refused to be allowed, to purchase their locations at the price of \$200, as stipulated in the bargain for the cession of 6,000 acres at Coal Harbour and English Bay by the Government of British Columbia to the Canadian Pacific Railway Company, or to trustees on their behalf.

FRIDAY, 17TH FEBRUARY, 1888.

Committee held their first meeting on February 17th, 1888. Messrs. Semlin, McLeese, Higgins, Martin, and John were present.

Mr. Martin was elected Chairman.

Mr. Walls, Barrister, applied to represent the claims of nine claimants.

Mr. R. E. Jackson (Drake, Jackson & Helmcken) said he had received a notice of the enquiry, and it is impossible for the officers of the C. P. R. Co. to attend to-day and give evidence, as they are at Vancouver.

The room was here cleared, and Mr. Semlin moved that counsel be allowed to appear.

Mr. Higgins moved, in amendment, that counsel be allowed to be present to watch the proceedings, but they not be allowed to take part. Carried.

Mr. Walls, and Drake, Jackson & Helmcken, were present.

ISAAC J. HAYDEN was sworn:—

About 20th February, 1884, made application to Mr. Smithe, late Chief Commissioner of Lands and Works, to be allowed to purchase Lot 10, Block 3, old Townsite of Granville. He gave me permission to locate this lot. He told me it would be sold at an upset price, perhaps \$100—not more than \$200. Then I spent \$150 in clearing lot and building house.

That spring I went up to the mines and left a man named Sanderson in the house. I came back in the fall sick, and laid up in the house all winter.

In January, 1885, I was before a Committee similar to this. I told them the amount that I had spent on the lot, and offered to go home and move off of the lot if I was not entitled to it. If I came under the terms of the agreement, that I intended to clear it up nicely and build a good house on it, and I could not afford to do it if it was not mine, as it would cost \$1,000. That Committee led me to understand that I came under the terms of the agreement between the Government and the C. P. R. Co. I went to work and spent something over \$1,000. I was notified by the C. P. R. Co. to send in a statement of my claim. I did so. Mr. Corbould, counsel for C. P. R. Co., reported to me that I would come under the terms of the agreement. Shortly after I got a notice from Mr. Abbott that I had no claim. He could not tell how he arrived at this conclusion, as he had not looked into the matter personally. He agreed to hear witnesses on my behalf on Monday, but he did not appear. He said he had not time to come himself, but said Mr. Hamilton could represent him the first of the following week.

Mr. Hamilton did not appear as promised, and has not done so yet, and I have been compelled to go to the Court for redress.

I then sued the Company to compel them to convey to me (Lot 10, Block 3). I had a jury trial, and the jury found for me as follows:—

VICTORIA, B. C., October 20th, 1886.

SIR,—I have the honour to acknowledge the receipt of your letter of yesterday, in reply to mine of the 12th inst., upon the subject of the alleged claims of your clients to lots on the old townsite of Granville, under the arrangement entered into between the Government and the Canadian Pacific Railway Company, by which persons who had located upon lots there previous to the date of Mr. Van Horne's visit to that place, and who had made substantial improvements thereon, are to get from the Company their respective lots at \$200 each.

In reply, I beg to state that I am not in a position to say whether your clients have or have not done what is requisite to entitle them to receive a grant of the lots which they claim under the agreement, nevertheless the agreement is in full force, and all parties who have complied with its provisions will be entitled to any benefits accruing to them thereunder.

The Company have forwarded to me a list of claims which they have allowed after investigation, but your clients' names do not appear thereon. I have not been informed upon what evidence the claims sent in have been allowed or disallowed, and I have notified the Company that I will require more data than has been furnished me before I can determine whether the agreement has been carried out on their part.

I have, &c.,

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

Question by Mr. HIGGINS—

The jury having found in your favour, why do you come to us? Ans.—I came to get the Government to enforce the agreement made with the C. P. R. Co., the Chief Justice having decided that the Government were the proper party to enforce the agreement with the C. P. R. Co., the closing remarks of the Chief Justice being:—The result is that there must be judgment for defendants. But as I think the plaintiff wholly right on the facts, and that the defendant's refusal is wholly unjustifiable, though the plaintiff's legal remedy fails, he will not have to pay any costs but his own.

It was then moved to adjourn for half an hour. Carried.

MR. HAYDEN recalled—

On the 13th June, 1886, both houses were burned.

The meeting then adjourned.

LEGISLATIVE ASSEMBLY,

VICTORIA, Feb. 20th, 1888.

A Committee meeting was held this day, Messrs. Semlin, McLeese, Higgins, and Martin were present.

Mr. Semlin moved that all parties to this enquiry be allowed to be represented by counsel.

Mr. Martin seconded. Carried.

Mr. Higgins moved that the minutes of the previous meeting be read and adopted. Carried.

MR. HAYDEN recalled—

With reference to my testimony of February 17th I wish to make correction. Mr. Corbould, counsel for C. P. R. Co., stated in the presence of the late Mr. J. C. Hughes, Mr. C. C. Ralston, and myself, that he had reported favourably on my claim. I made this statement in presence of Mr. Corbould in Court. He did not contradict it.

MR. HAYDEN cross-examined by Mr. Gannaway—

In the presence of Judge Vowell, Mr. Smithe gave me verbal permission to locate on the Lot 10, Block 3. I made application through Mr. Ralston to the Land Office for the lot. I sent the \$150 to pay for building the house to Mr. Ralston. It was about 20th February, 1884, that I had the verbal communication from Mr. Smithe in presence of Mr. Vowell. It must have been between the 17th and 25th February. I was on the lot for a week hunting for the stakes. The lot was 66 feet by 132 feet. I did not do any work, but left it to Mr. Ralston and a hired man to attend to. The work that was done with the \$150 was done while I was at the mines. That

was the first work done on the lot. I next came to Vancouver in October, 1884. I got money for the rent from Mr. Ralston (my agent) on my return. The house was occupied by a tenant from April till October. The amount of rent was trifling. I was not in debt to Mr. Ralston, as I did some work for him in the mines. I only know from what I have heard when the house was built. I have reason to believe that it was finished before the 1st of April. The carpenter that built it gave me the information. The date of the letter I received from Mr. Ralston was about the 25th of March. I got it about the 1st of May. The first time that I heard that the C. P. R. Co. were to convey these lots was in the winters of 1884 and 1885. The first time that I was in the house was in October, 1884. Mr. Sanderson was in possession of the house as my tenant. I never saw this Mr. Sanderson. He left the place a few days before I came down. I don't know who first told me of the arrangement of the C. P. R. to convey these lots. I sent the money to Ralston by letter from Victoria to Granville in bills. I'm not sure if it was registered. After I appeared before the Squatters' Committee in 1885 I spent \$1,000 in re-building the house and clearing the lot. A family of six persons was living in the \$150 house when the fire occurred. I knew when I spent this \$1,000 on the lot that the C. P. R. Co. had a conditional Crown grant of the lot in question. I did not see the house myself, but can produce witnesses who knew it was finished before 1st April, 1884. Mr. C. C. Ralston located a lot adjoining mine, and the house was built about one-third on his lot and two-thirds on mine. I did not know when the house was built that any portion of it was on Ralston's lot. Mr. Sanderson was my tenant, not my agent. I had no agent occupying my house, only Mr. Sanderson as my tenant. I was a miner at that time. Before the fire I lived on my own lot most of the time. Since the fire I have a store which I built on Mr. Byram's lot 20 by 36, and a warehouse behind in which I have traded since the fire. I had a building on the same lot before the fire, and it was burned. I paid the money for the building of the first house on Mr. Byram's lot, which was burned by the fire. It cost me a little over \$1,000. Byram's lot is lot 4, block 5. Byram is now living near Langley. The rent of Byram's lot was \$5 per month in consideration of my expending \$950 in a building on the lot, which was to be his at the end of the lease of five years. If Byram had put up the building the rent would have been about \$50 or \$75 per month. I am positive that I paid the \$950, the first cost of the first house. I have no interest in the Byram lot, nor do I expect any. I built on Byram's lot because my lot was three streets back, and would have been in the woods. I have a lot, Ralston has a lot. Mashiter has none to my knowledge. Mashiter and I are partners in the store, but not in the lots. Ralston was a book-keeper for me till December, 1886. I never had anything to do with Jacklin's lot.

Re-examined by Mr. Walls—

A notice was inserted in the papers requesting claimants to send in statements of their claims to the C. P. R. Co. Byram's lot was cleared when I rented it. I was too poor to rebuild after the fire as before, as I lost \$13,300, on which there was \$3,000 insurance. The company have offered to compromise my claim by giving me two-thirds of the lot. Ralston had a house on his own lot. It was built in December, 1885, and in January, 1886, I think. Ralston puts in no claim to my lot or improvements. Ralston chopped down the trees on his lot before I got down from the mines in October, 1884, but did not build until December, 1885, or January, 1886. I was logging on Fraser River in the summer of 1885, and do not know whether Ralston lived on his lot during that period or not.

To MR. SEMLIN—Both before and after the trial (*Hayden v. Smith and Angus and the C. P. R.*) the company offered to compromise with me on the basis of my accepting two-thirds of the lot; they also offered to split the two lots and give Ralston a third and me a third.

I. J. HAYDEN.

Moved and resolved that the Committee adjourn till 7:30 p. m.

Committee met at 7:30 p. m. Messrs. Semlin, McLeese, Martin, John, and Higgins were present.

Mr. Martin took the chair.

Mr. Gilmore called and sworn.

Mr. Walls appeared for the claimants and Mr. Gannaway for the C. P. R. Co. and others.

MR. GILMORE examined by Mr. Walls—I purchased (lot 11, block 5,) from Gillespie. I received a conveyance from C. P. R. of 25 feet, the size of claim being 66 by 132 feet. I paid

\$5 to the C. P. R. Co. for same. It was an arrangement between myself and the C. P. R. I offered them \$2,500, through their agent, Mr. Drake, for the whole lot, or they were to give me \$2,500 and I was to release my claim. Then the C. P. R. offered me 25 feet of frontage by full depth of lot, and I accepted same in full of all claims. Mr. Gillespie had other claims, two to my knowledge, besides my own. I think the C. P. R. purchased his right to one of them. One was (lot 10, block 5) next lot to mine. The other I do not know about. I understood that Mr. Black got it. The lot was pretty well cleared and had house on it when I purchased it. I purchased it on 27th August, 1886. The house was erected before November, 1886, and was burned.

MR. GILMORE cross-examined by Mr. Gannaway—I got about \$3,000 for the 25 feet. McEwen bought it from Gillespie and re-conveyed it back to Gillespie.

MR. GILMORE re-examined by Mr. Walls—McEwen did not get a conveyance from C. P. R., nor was it registered, and the only deed he received from Gillespie was returned to Gillespie. I do not know that he received any money. I have McEwen's bill of sale to Gillespie. I think I can produce it. This was the lot that the Chief Commissioner acknowledged to be the lot to which Gillespie had a claim. It was by virtue of a letter from Mr. Smithe to Mr. Abbott stating that this was the lot that Gillespie was entitled to that I purchased it. The Chief Commissioner went with me to examine the lot, and he told me that there were enough of improvements to entitle Gillespie to get it, and recommended me to buy it, which I did. The Company disputed Gillespie's claim to the lot. The grant that I got from the C. P. R. I sent up to New Westminster for registration. The Registrar objected to register it, as it seems there was some claim, so that the C. P. R. could not convey it. I believe there was a *lis pendens* registered against it.

To MR. Gannaway—Can't swear who registered the *lis pendens* against the lot.

A. GILMORE.

MR. JOAN MCGREGOR sworn and examined by Mr. Walls—I was a trader at Vancouver. I recollect Mr. Hayden's house being erected about March, 1884. I did not know then it was Mr. Hayden's. I had a house erected one block from there about the same time in 1884. I claimed a lot as a bona fide locatee. I got my lot, but not in the way I expected. I got it from the C. P. R. Co. by paying for it. I paid \$1,750 to Mr. Hamilton, agent for the C. P. R. Co. I claimed it for \$200; necessity compelled me to pay the \$1,750. I was afraid of the C. P. R., and further was in such a financial position that I was obliged to make a settlement. I was burned out by the fire. I owed money to my creditors, and they knew I had a claim on the lot, and I was compelled to mortgage my claim, and that mortgage claim was in such a condition that I was compelled to go to the C. P. R. and make a settlement with them. Otherwise I should have lost the lot. It was owing to these circumstances that I was compelled to give \$1,750 for what I was entitled to receive for \$200. I had, what I thought then, some assurance that I was entitled to my claim. I can produce papers at some future time.

Cross-examined by Mr. Gannaway—The Company considered that I was not a bona fide locatee. They also took the ground that I had not made substantial improvements before the 4th of August, 1884. I had a house built which cost me \$50, and other improvements amounting to \$100. I was working in the Hastings Sawmill. The house had a window and door, and was as good as other houses about there. Before the 4th August I slept there a couple of nights. A man of the name of Hjorth built it. I paid for the house and have the receipt for it. I was with Mr. Hjorth and I located the lot. I am positive that Hjorth did not lay any claim to this lot. I did not live on the lot myself prior to the 4th of August, 1884, with the exception of two nights, but it was occupied by two men whose names I do not know. It was not convenient for me to live on it just then, because it was too far from my work. I suppose the lot is now worth \$8,000 or \$10,000, possibly more. It was worth \$5,000 or thereabouts when I got it for \$1,750. I expressed my gratitude to Mr. Hamilton at the time, as Mr. Hamilton and Mr. Corbould showed me in forcible terms the result of my entering into a lawsuit with the C. P. R. I told Mr. Hamilton that if I had had the deed when I was in straightened circumstances that I would have sold it when it was of less value than it was at the time I made the settlement with him, but I won't swear that I did not mention \$1,000. I spoke first to Mr. Hamilton about it. He told me he would like to make a settlement with me, and showed me it was the best thing for me to do. Mr. Corbould was also present and explained the trouble there would be with a lawsuit with the C. P. R. Co, and that it was a fact, as I was in financial trouble myself, and it was the cause of making the settlement as I did. The first figure mentioned was \$1,500; then they

said that was not enough, that I would have to give \$1,750. The figure was first mentioned by Mr. Hamilton or Mr. Corbould. I agreed to give them that. I would not have given them that but for the pressure they put on me, and for the fears I had of fighting such a rich corporation. I made the first offer of compromise under the pressure of circumstances and the uselessness of my fighting so rich a corporation.

Question by the Chairman—Messrs. Hamilton and Corbould told me that the others had gone to law, and I could see then that they did not get any satisfaction. They said that if I went to law that I would be ruined. I was intimidated into accepting their offer, and that is what I mean by "pressure" being brought to bear on me.

JOHN MCGREGOR.

The evidence of J. P. WALLS—I, John Patmore Walls, of Victoria, Solicitor, say that on the 26th day of October, 1886, I tendered to Mr. Abbott, at the office of the Canadian Pacific Railway Company at Vancouver, seven conveyances, being as follows:—The C. P. R. Co. and Smith and Angus to I. J. Hayden, lot 10, block 3; the C. P. R. Co. and Smith and Angus to Colin C. Ralston, lot 9, block 3; the C. P. R. Co. and Smith and Angus to Nelse Hjorth, lot 12, block 3; the C. P. R. Co. and Smith and Angus to George Preston, lot 18, block 17; the C. P. Co. and Smith and Angus to A. H. Byram, lot 4, block 5; the C. P. R. Co. and Smith and Angus to John Jacklin, lot 5, block 5; the C. P. R. Co. and Smith and Angus to William Mashiter, lot 1, block 17, all situated in Granville Townsite, now called Vancouver City, and with each deed I tendered two hundred dollars in cash. Mr. Abbott declined to accept any of the tenders, but said that Mr. Hayden's claim was under consideration. Subsequently on the 28th October, 1886, legal proceedings were commenced against the Canadian Pacific Railway Company and Sir Donald A. Smith and Richard B. Angus to compel them to convey the said lands in each case, and the proceedings are still pending, and lis pendens are registered against the land. The first case was Hjorth v. the C. P. R. Co. and others, when it was agreed that the decision in one case should govern the remaining six. Subsequently Hayden's case was set down before a Judge and Common Jury, and a verdict was found for him, but judgment was given for the Company by the Chief Justice. The papers relating to this matter are already before you. In presenting the evidence in this case the fact of a meeting of the C. P. R. Co. having been held at the Driard House on the 10th November, 1885, was unknown to the plaintiff. The minutes of such meeting are set forth in the Sessional Papers, 1886, page 468. I respectfully suggest that the Committee might with justice follow the agreement made between the parties as to one case governing the lot, and not put all the claimants, who are working men, to the expense of coming to Victoria, and the risk of losing their employment. To insure this, however, the Company's assent should be obtained. I think the judgment of the Chief Justice should be set out in full.

MR. WALLS examined by Mr. Gannaway—This was an appeal to the Divisional Court from an order made by the Hon. the Chief Justice on 21st April, 1887. In that order both parties consented that one case should govern the other six, namely, the six mentioned in my written evidence. At the hearing of the case before the Chief Justice, Mr. Drake, acting for the C. P. R., claimed that this undertaking extended to the final judgment of the Judge in the case, and Mr. T. Davie, who was then acting for Hayden, concurred. There was an appeal to the Divisional Court from an order made by the Chief Justice on the 21st of April, 1887, allowing the defendants, on terms, to amend their statements of defence. The book quoted from by the witness is the appeal book in the case of Hjorth. The statements of defence in all six cases were in the same words, and all amended on the like terms. The agreement referred to between defendants' solicitors and myself referred only to that case of appeal.

J. P. WALLS.

It is moved and seconded that the Committee adjourn and meet at 10 o'clock on Wednesday, 22nd February. Carried.

FOURTH SITTING.

Committee sat at 10 a. m., February 22nd, 1888.

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

JOHN MCGREGOR, re-called—

I produce originals of correspondence, official notice, receipts, etc., connected with Lot 8, Block 4. Documents read as follows :—

GRANVILLE, March 8th, 1884.

Received of Mr. John McGregor the sum of fifty dollars for clearing and building on Lot 8, Block 4, in the Townsite of Granville.

(Signed) N. HJORTH.

NOTICE.

CANADIAN PACIFIC RAILWAY COMPANY'S OFFICES.

Notice is hereby given to all parties claiming to be entitled to purchase lots on the Granville Townsite under the agreement between the Government of British Columbia and the Canadian Pacific Railway Company, that they are required to furnish the undersigned with proofs of their respective claims on or before the 10th day of June, 1886.

The particulars of proof required will be furnished on application at the Company's offices here.

Vancouver, 27th May, 1886.

(Signed) H. ABBOTT,
General Superintendent.

CANADIAN PACIFIC RAILWAY CO, PACIFIC DIVISION,
OFFICE OF THE GENERAL SUPERINTENDENT,
PORT MOODY, 18th August, 1886.

DEAR SIR,—I beg to notify you that your claim to Lot 8, Block 4, old Granville Townsite, has been carefully investigated, and the same has been disallowed.

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

John McGregor, Esq., Vancouver.

PROVINCIAL SECRETARY'S DEPARTMENT, BRITISH COLUMBIA,
VICTORIA, B. C., September 3rd, 1886.

DEAR SIR,—Yours of the 10th instant received. I remember very well our conversation about the lot occupied by you in Granville, and I have no hesitation in saying that yours was one of those the Government had in view when they stipulated with the C. P. R. Company that certain persons should be entitled to get the lots occupied by them at \$200.

As yours was taken up prior to August 4th, 1884 (the date of Mr. Van Horne's visit), I am at a loss to understand what possible ground of dispute can have arisen.

I am mailing you a copy of correspondence and agreement, which will speak for itself, and I feel assured there will be no disposition on the part of the Company to go back on that arrangement.

John McGregor, Esq., Vancouver.

Very sincerely yours,
(Signed) JNO. ROBSON.

To John McGregor, Esq., Vancouver :

SIR,—We do hereby demand and require you forthwith to quit and deliver up possession of that certain land and premises, situate and being composed of Lot 8, in Block 4, old Granville Townsite, in the City of Vancouver, as we are the lawful owners thereof by virtue of a certain grant from the Government of British Columbia.

And you are hereby warned not to commit any damage or erect any buildings upon the said premises or any part thereof. In case you refuse to comply with this notice an action will be commenced against you, and all improvements made by you will be at your risk.

Vancouver, January 17th, 1887.

(Signed) DONALD A. SMITH,
RICHARD B. ANGUS.
By their Solicitors, Corbould & McColl.

RECEIPT.

No. 348.

OFFICE OF THE CANADIAN PACIFIC RAILWAY COMPANY,
VANCOUVER, B. C., June 29th, 1887.

Received from Mr. John McGregor, per H. A. Jones, the sum of fifteen hundred and fifty dollars as balance of payment, with interest, on Lot 8, Block 4, Subdivision of Granville, City of Vancouver.

Principal, \$1,550. Interest, none.

\$1,550.

(Signed) L. A. HAMILTON, Agent for Vendors,
Assistant Land Commissioner.

Witness—There is a *lis pendens* registered against lot 8, block 4, by Messrs. Webster and Edmonds, I am told by the Registrar, on the ground of prior claim. If I was a *bona fide* holder or occupant of the lot prior to the townsite being made over to the C. P. R., I claim that they charged me more for the lot than I had any right to pay them. I should have got the lot for \$200; they charged me \$1,750. I now demand a refund of \$1,550, and ask the Legislature to assist me in obtaining it.

JOHN MCGREGOR.

Mr. W. S. GORE, Surveyor-General, sworn—Produced official letter book; find no copy or record of a letter from Mr. Smithe to A. Gilmore, dated 29th October, 1886; the letter, if written, must have been a private letter to Mr. Abbott by Mr. Smithe. I find the following letter (copy) in the book, dated October 12th, 1886:—

VICTORIA, B. C., October 12th, 1886.

SIR,—Referring to your letter of 13th ultimo, enclosing list of claimants to lots at Vancouver under the agreement between the Canadian Pacific Railway and the Government, and showing what claims have been allowed and what disallowed, I beg to say that I think it desirable that a copy of the evidence taken in regard to each claim should be sent to me, in order that I may be placed in a position to know whether the agreement has or has not been fulfilled. I find only seven claims have been allowed, and I have reason to believe that there are other claims which are good under the arrangement, although you have so far disallowed them. Indeed, I personally investigated the claims of two or three persons, and found them good, which have been rejected by you. You will, I am sure, readily admit that the arrangement in favour of those few *bona fide* squatters at Granville is as much a part of the general agreement with the Canadian Pacific Railway Co. as any other of its provisions, and that it will be necessary for the Government to be satisfied that it is fairly carried out.

I will be glad if you will furnish me with the evidence taken, and if you could make it convenient to wait upon me at my office, we could possibly arrive at a satisfactory settlement of the matter without much trouble. I have no doubt that you and the company which you represent desire to carry out both the letter and spirit of the arrangement referred to; and while I think it my duty to see that each person who is fairly entitled to the benefit of the agreement shall get his respective lot, I have no desire to bolster up any far-fetched or ill-founded claims.

I have, &c.,

(Signed) WM. SMITHE,
Chief Commissioner of Lands and Works.To Henry Abbott, Esq.,
General Superintendent, C. P. R. Co.,
Port Moody.

Witness—I have a letter and list of claims in the office, which were sent in by Mr. Abbott. Some are marked “approved,” others “rejected;” they read as follows:—

THE CANADIAN PACIFIC RAILWAY COMPANY, PACIFIC DIVISION,
OFFICE OF THE GENERAL SUPERINTENDENT,
PORT MOODY, 13th September, 1886.

SIR,—I find I omitted to inform you of the names of the persons who have been found to have conformed to the conditions of your letter regarding squatters on the old Granville townsite, and I now enclose you a statement of the persons who have made claims, with the necessary information as to which claims have been disallowed, and which of them have been considered valid.

I am giving you this information in order to comply with what I understood to be your wishes in the matter—that is, that you should be placed in a position to be able to communicate with these parties, as to whether their claims were valid or not.

I have, &c.,

(Signed) H. ABBOTT,
General Superintendent.

Honourable Wm. Smithe, Victoria.

STATEMENT

Of claims for lots in Old Granville Townsite, showing those approved and disallowed.

NAME.	LOT.	BLOCK.	REMARKS.
Ralston, C. C.	9	3	Disallowed.
Sullivan, A. W. (Executor, late P. Sullivan)....	7	3	Do.
McGregor, John	8	4	Do.
King, Alfred	13	3	Do.
Jacklin, John	5	5	Do.
Bryan, A. H.	4	5	Do.
Coldwell, Chas. A.	9	5	Do.
Hughes, Philip	4 and 5	5	Do.
Gillespie, Jas. H.	10	5	Do.
McEwen, Hugh	11	5	Do.
Orr, Jas.	12, 13, and 14	5	Do.
Mashiter Wm	1	17	Do.
Onderkirk, H. G.	4	17	Do.
McCartney, A. E.	2	17	Do.
McPherson, Duncan	5	17	Do.
Henderson, J. B.	7	17	Do.
Elliot, Robert	14	17	Do.
Reid, D. R.	15	17	Do.
Hayden, I. J.	10	3	Do.
Miller, Jonathan.	13	2	Valid.
Griffith, Jos.	5	3	Do.
McBride, Wm.	6	3	Do.
Whipple, Thos	3	17	Do.
Hill, Jno.	14	3	Do.
Stuart, Jno. M.	16	3	Do.
Mannon, J. J.	12	2	Do.
Forth, H. H.	12	3	Disallowed.
Angus, Jno	11	3	Do.

Witness—Across Mr. Abbott's letter, in Mr. Smithe's handwriting, is the following memo.:-
"For claimants rejected see 2371-'86; 2433-'86." These numbers refer to letters, one from J. H. Gillespie, and one from D. Reid. Documents produced purport to be documents received from the Railway Company, in reply to letters from Mr. Smithe.

W. S. GORE,
Surveyor-General.

B. H. JOHN, sworn—Am chief draughtsman at the Lands and Works; I produce a tracing from the original map, designed by J. W. Trutch, 1870, of the original town of Granville, B. C.; the tracing is correct, with the exception of the pencil marks on the original, which referred to the prices fixed on each lot, and the names of the purchasers; the pencil marks are not official, being merely for guidance in the office; the tracing is marked 3A.

B. H. JOHN.

I. J. HAYDEN, sworn—The word "expended," in Mr. Byram's evidence, means the consideration I gave for a lease of the lot for five years at a nominal rental; I paid for all the improvements on Byram's lot, except the clearing.

I. J. HAYDEN.

Committee here adjourned till Friday, 24th, at 10 a. m.

D. W. HIGGINS, Secretary, *pro tem.*

FIFTH SITTING.

Committee sat at 10 A. M., February 24th, 1888.

Present—Messrs. Semlin, Higgins, McLeese, and John.

Moved and carried that Mr. Higgins take the chair *pro tem*.

JOHN MITCHELL, sworn—I am a blacksmith residing at Vancouver; went there in October, 1885; rented lot 5, block 5. I rented the lot from Mr. John Jacklin, through his agent, C. C. Ralston. There was some clearing done when I went there. I erected two buildings, value \$110. I agreed to pay nominal rent to Jacklin. Both buildings were burned in the fire. I re-erected after the fire. I am still in possession of this lot. I am still Jacklin's tenant, at the monthly rental of 25 cents, and the improvements were to become the property of Jacklin at the end of twelve months.

Mr. Martin joined the Committee.

Question by Mr. Higgins—

The C. P. R. first demanded rents from me November, 1887. Previous to that I considered myself Mr. Jacklin's tenant, and paid him 25 cents per month and the consideration of my improvements. I have expended on the lot \$300 from first to last. My lease was for one year; after that I continued to live on the lot, but from first to last was not asked for rent by Jacklin. I received no written notice from the C. P. R. Co., but received a verbal notice from Mr. Leask, one of the Company's attorneys, that the Company owned the lot. Since 31st December, 1887, I have paid no rent to the C. P. R. Co., as I do not recognize them as the owners of the lot. I should not pay Mr. Jacklin any rent, if asked for it by him. I decline to pay rent to either party until the matter is settled.

To Mr. Hamilton—The small portion that I stated was cleared was not cleared, but simply slashed. There was no house on the property when I came into possession. I should consider the slashing that was done was worth \$40. At that time I had some knowledge of what it was worth to do slashing. I have no idea of the price paid to the contractor for slashing the townsite. I was first notified to pay rent in November, 1887. Mr. Hamilton called upon me in the summer of 1886 and told me to come up and see if we could not make some settlement about rent, and named a price that he considered would be a reasonable rent, under the circumstances. He informed me, as I had often been informed, that the property belonged to the C. P. R. I produce receipt for rent paid C. P. R., per Mr. Hamilton, from 31st December, 1886, to 31st December, 1887, \$60; being at the rate of \$5 per month for rent of lot.

Re-examined by Mr. Walls—I was working for the C. P. R. at the time; they owed me a bill, more than the amount of the rent. They refused to pay me unless I paid the rent of the lot. The \$60 was a deduction from my bill.

JOHN MITCHELL.

JOHN JACKLIN, sworn—Am one of the claimants of lots at Granville; claim lot 5, block 5; applied for it on the 15th May, 1884; applied in writing to Mr. Walls to make the application to Mr. Smithe; located on the lot; part I had slashed and part was levelled off nice and smooth; got Ralston to employ a man to clear the lot for me. I went to work for Mr. Gillespie; paid about \$40 for labour in clearing the lot; got no receipt for the money paid; had the labour performed on the lot previous to Van Horne's visit; think the work on the lot was done within a month from the time I located the lot. Received a notice from the Company disallowing my claim. They never called on me to prove up my claim.

To Mr. Hamilton—Received no reply to the application I made to Mr. Smithe. Cannot swear an application was ever made for the lot. I understood the lot had been reserved by the Government at one time, and afterwards thrown open. (Map produced showing lot 5, block 5, cross-lined, to indicate Government Reserve.) Never saw this map before. Understood the lots marked reserved were fixed at \$200 each, and that the reserve was then lifted. Am sure I paid \$40 to Ralston for improvements on lot. Am sure the lot was cleared before August, 1884. Understood the lot was cleared by a man named Hjorth. Gave Ralston no written authority to act as my agent—at least, don't recollect having done so. I gave him full power to act as my agent while I worked in a logging camp at False Creek. Never occupied the lot personally or lived on it. Put lumber on the land in the spring of 1885, but as I

could get no satisfaction from Mr. Smithe as to a grant, I did not build. Smithe asked me if I had a house on it, and when I told him no, he said he could not give me the Crown grant. I was not, to my recollection, called on to give evidence in this case; can't say that I ever gave any evidence regarding my claim. (Affidavit of witness in the matter of lot 5, block 5, was here produced.) After examining the affidavit carefully, witness said that about the date the affidavit was signed he was under the doctor's care—Dr. Davie's—and did not remember having signed it. The signature he acknowledged as his own. Don't know J. C. Douglas, but know Mr. Mashiter. Can give no information as to the tenants; I acted through my agent. Won't swear I lived a day on the lot. I admit that in the affidavit shown to me this day I said "I expended in money, over and above my own work, before the 10th day of May, 1884, the sum of \$32." Also, in the same affidavit, I said: "I first took possession on said 20th day of April, 1884, either by being personally on it or by tenants."

To Mr. Walls—Ralston was secretary of the logging camp where I worked, and the money for clearing the lot was paid through him. I keep no record of receipts and expenditures.

JOHN JACKLIN.

C. C. RALSTON, sworn—Was in Vancouver, then called Granville, in the fall of 1883. Was keeping books for Gillespie in the logging camp. I acted as agent for Jacklin and others in connection with Granville lots. I paid out between \$35 and \$40 for Jacklin in clearing his lot; I rather think it was \$40. My books were burned in the fire.

To Mr. Gannaway—Some of the lot was slashed and some was cleared up clean and nice before August, 1884. There was a building 20x40 put up on the clearing subsequently. Cannot tell the size of the clearing in April or May, 1884. If Mitchell swears there was none of the land cleared in April or May, 1884, he must be mistaken. Mitchell built a house on it. He had half of the lot. A man named Brown had the other half. Mitchell in his evidence probably referred to his half of the lot. If he referred to the whole of the lot he is mistaken. The principal clearing was on Brown's half. I paid the money for clearing to a man named Hjorth. Presume I took a receipt, which, I think, was burned in the fire. No one resided on the lot prior to the 4th August. There was no house on it.

To Mr. Walls—I let the lot to Mitchell and Brown. Mitchell took half. He was to pay twenty-five cents a month and do certain improvements. The arrangements with Brown were about the same.

To Mr. Gannaway—Cannot say what it would have been worth to clear the lot.

COLIN C. RALSTON.

NELSE HJORTH—Cleared some land for Jacklin. I was paid in the neighbourhood of \$40 for the work. Gave a receipt for the money. Did the work before the 23rd of May, 1884. It was a heavy job to clear the lot. The lot was one of the hardest to clear in the whole townsite.

To Mr. Gannaway—In the fall of 1884 I did a little more work on this lot. Am positive the work I did first on the lot was before the 23rd May. The date is impressed on my mind by the fact that I bought a Norwegian's improvements before the 23rd, and went up and looked at his land before buying it. His name is Ingerbretzen, and he lives near me now. I slashed trees and cleared off brush on Jacklin's lot. Can give no idea of the size of the plot I cleared. I did work for several others in clearing lots. There was an understanding between me and the lot owners to clear the lots. I took up a lot myself. I cleared ten or eleven lots before the 4th of August, 1884. I put up a house on my lot, one on Mr. Hayden's, one on Joe Long's, one on J. Orr's, two for Gillespie, one for Coldwell, and one for McGregor. Between February and May, 1884, did nearly all this work. I hired men to help me. Had one man steadily employed. He is out of the country. Cannot give the names of any of the men I employed. Mr. Ralston paid me for Jacklin's house; also for Hayden's and Byram's. The claimants paid me for the other lots themselves. Gillespie paid me for Orr's. Ralston paid me for Long's. Did no work for Mashiter.

N. HJORTH.

J. J. IRWIN, sworn—Purchased a claim for lot 9, block 5, from C. A. Coldwell. Gave him \$800, and was to give him \$200 on completion of title, which he bound himself to furnish. Did not get my title from Coldwell, but under pressure of circumstances offered to compromise with Mr. Hamilton on the basis that Mr. McGregor settled. Was advised by Mr. Hett to take a

title for half the lot from the Company and surrender the other half, which I did. Got possession of the lot on the 12th February, 1885. Believe that the Company disputed Mr. Coldwell's title. When I bought Coldwell had houses on the lot. Had no money to fight the Company after the fire. Mr. Coldwell gave me \$600 of the \$800 back. I sold my half of the lot for \$6,400.

JOHN J. IRWIN.

A. W. SULLIVAN, sworn—Am a claimant to lot 7, block 3, Granville. I claim it as executor of my father, the late P. Sullivan. There was a house on the lot and the lot partially cleared before Mr. Van Horne's visit. My father bought Mr. Long's claim to that lot. Mr. Long had been on it for some time in March, 1884. The value of the house and clearing done was \$75. Have not received a grant of my lot. My father had the lot cleared and fenced, built a stable on it and four houses. This was done before the fire. Rebuilt after the fire at a cost of about \$4,000. Mr. Corbould offered me, on behalf of the Company, to give me half the lot, or advised me to mortgage the other half and give the Company the \$1,750 for it. I spoke to Mr. Hamilton in regard to the lot, and he informed me that in consideration of the improvements, and what we had paid for the lot, he would let us have it for \$1,500. Wrote to the Government and received the following reply:—

PROVINCIAL SECRETARY'S DEPARTMENT,
VICTORIA, B. C., Sept. 21st, 1886.

DEAR SIR,—I have read yours of the 16th inst. with surprise. I really cannot understand why the C. P. R. Company should make any bother about your lot, inasmuch as it clearly comes within the arrangement, and is one of those we had particularly in view in making the arrangement. Of course, in writing to your late father I always assured him that his interests would be protected, and they *will*, or the Government will know the reason why. I still feel assured, however, that if you would place the facts fairly before Mr. Abbott all would be right.

Sincerely yours,

(Signed) JNO ROBSON.

LANDS AND WORKS DEPARTMENT,
VICTORIA, B. C., Jan. 6th, 1887.

SIR,—In reply to your letter of the 4th inst., concerning your claim to lot 7, block 3, old Granville townsite, I beg to say that I received a report from the C. P. R. Co. yesterday on the subject of Granville squatters' claims which, I think, will enable me shortly to arrange the matter with them.

I have, &c.,

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

Mr. A. W. Sullivan, Vancouver, B. C.

To Mr. Gannaway—My father bought Joseph Long's interest in the lot. He bought it through Mr. Ralston, not from Mr. Ralston. My father received from Ralston, Long's authority to sell the lot. The paper was burned in the fire. Do not think that Long sold to Ralston and then that Ralston sold to my father. Long cleared a path to the lot, made a clearing and built a house in the centre of the clearing. The statement in the statutory declaration declared on 9th July, 1886, by me that "on the 24th day of March, 1884, Joseph Long sold all his interest in said lot to Colin Ralston, and on the 18th day of August, 1884, said Ralston sold all his interest in the said lot to the late Philip Sullivan," is incorrect. That is the evidence furnished by me to the Company on which they acted. My father never lived on the lot prior to August 4th, 1884. He made a will before he died. Here is his will—a certified copy of it.

To Mr. Walls—With respect to my incorrect statement in the statutory declaration, I was mistaken as to the nature of the documents Mr. Ralston held from Mr. Long. I mistook the authority to sell for a deed of sale.

To Mr. Gannaway—Mr. Corbould was not my solicitor in the matter of my father's estate. He was not my mother's solicitor. When the Company offered to take \$1,500 for the lot it was worth between \$4,000 and \$5,000. Do not know if Ralston or Long lived on the lot prior to my father buying it. I know it was occupied on November, 1884. Can't say whether it was occupied prior to August, 1884.

To Mr. Walls—Mr. Corbould advised me as a friend to settle with the Company, as they were a rich corporation, and if I went to law with them I might spend as much as the lot was worth, if not more.

To Mr. Gannaway—Neither I nor my mother went to Mr. Corbould first; he came to us.
ARTHUR W. SULLIVAN.

VICTORIA, B. C., 15th May, 1884.

SIR,—I am instructed by Mr. Isaac J. Hayden, of Granville, to apply for leave to purchase lot 10, block 3, in the town of Granville, New Westminster District.

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

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

VICTORIA, B. C., 15th May, 1884.

SIR,—I am instructed by Mr. John Jacklin, of Granville, to apply for leave to purchase lot 5, block 5, in the town of Granville, New Westminster District.

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

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

VICTORIA, B. C., 15th May, 1884.

SIR,—I am instructed by Mr. Joseph Long, of Granville, to apply for leave to purchase lot 7, block 3, in the town of Granville, New Westminster District.

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

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

VICTORIA, B. C., 15th May, 1884.

SIR,—I am instructed by Mr. Colin C. Ralston, of Granville, to apply for leave to purchase lot 9, block III., in the town of Granville, New Westminster District.

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

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

VICTORIA, B. C., 15th May, 1884.

SIR,—I am instructed by Mr. A. H. Byram, of Granville, to apply for leave to purchase lot 4, block 5, in the town of Granville, New Westminster District.

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

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

The following is a copy of the reply to each of the above letters dated 15th May, 1884:—

VICTORIA, B. C., , 188 .

SIR,—The Honourable the Chief Commissioner of Lands and Works desires me to inform you, in reply to your communication of May 15th, 1884, that the land which you therein make application to purchase is at present reserved from sale and cannot be dealt with in any manner, nor can the application referred to be deemed to confer any claim whatsoever to the land when the same shall be in the market.

I have, &c.,
(Signed) W. S. GORE,
Surveyor-General.

SIXTH SITTING.

Committee sat at 8 P. M., February 24th, 1888.

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

L. A. HAMILTON, sworn—

Mr. Walls objected to Mr. Hamilton giving his evidence at this stage.

Mr. Hamilton said that he could not delay giving his evidence now, as he was imperatively required to go east in the morning. If, however, he got back before the enquiry was closed he would be only too anxious to be re-examined.

The Committee allowed Mr. Hamilton's evidence to be taken.

L. A. HAMILTON—I am Assistant Land Commissioner of the C. P. R.

Ques. by Mr. Gannaway—Did you have anything to do with negotiations between the Hon. Mr. Smithe, Chief Commissioner of Lands and Works, and the C. P. R., with reference to these lands?

Mr. Walls objected to the question as too general, and that it was improper as affecting written documents.

Objection overruled.

Witness—Yes. I acted with Mr. Beatty, and transacted the business on his behalf.

Mr. Walls again objected, as the documents purported to be signed by Mr. Beatty. He also objected to the production of oral evidence to explain ambiguous terms in the correspondence.

The Chairman ruled that oral evidence was admissible on both sides.

Mr. Martin here took the chair.

Witness—I wrote the Beatty letters myself. (Mr. Walls objected.) This letter was not dictated by Mr. Beatty (Objected.)

Mr. Walls said Mr. Beatty should be produced.

The objection in each case was overruled.

Witness—On Mr. Beatty's return from an interview with Mr. Smithe, and after the receipt of the letter marked A in this evidence, Mr. Beatty conferred with me as to the arrangement. He said to me that representations were made that certain settlers had squatted upon lots in the town of Granville; had made their homes there, and it was considered by the Government that it would be a hardship to dispossess and turn these settlers out of their homes. In order that it might be clear that this arrangement related only to persons of their class, the words of *boná fide occupants* were used in the correspondence in replying to Mr. Smithe. This would appear to be the interpretation of Mr. Smithe, as gathered from the language of his reply of February 13th, 1885, to the squatters. He uses the words "bona fide settlers upon town lots." This was the interpretation acted upon by the officers of the Company in adjusting the claims.

Mr. Walls objected to Mr. Hamilton's evidence on this point, and the objection was overruled.

To Mr. McLeese—Personal occupation I consider a *boná fide*. Do not consider occupation by an agent *boná fide*. I have had several years' experience in the North-West, both in connection with the Department of the Interior and the C. P. R., and the universal practice has been to rule out claims unless settlement was made in the claimant's proper person. Was not conversant with the land laws of British Columbia at the time the agreement was made. In conducting the correspondence I had in my mind our previous practice, and for that reason used the language given—"boná fide occupants."

To Mr. Gannaway—Understand the term "squatter" to be, in a certain sense, synonymous with "settler;" but in practice a squatter is considered as being a person who settles on land previous to the property being open for sale or settlement. A settler is a person who in the regular way acquires land and settles upon it in his own person. The "squatter" is obliged to remain in possession, otherwise he might find some other person jumping his claim.

To Mr. McLeese—At the time the arrangement was made it was not supposed that it would be interpreted under the land laws.

To Mr. Gannaway—None of the claimants have ever claimed in their statements to us that they pre-empted the land. I consider that the claimants were squatters. Jonathan

Miller's claim to lot 13, block 2, was allowed because it was shewn he settled on the lot in 1872; built a barn and partially cleared the lot; in June, 1882, he built a dwelling-house for his hired man; he lived on the adjoining lot and used this lot daily. The lot he lived on was a good lot. His evidence shews that he expended in 1874, \$200; in 1876, \$75; in 1882, above \$100; and in 1885 and 1886, \$1,800. This evidence was corroborated by R. H. Alexander and J. Mannion. J. Mannion's claim to lot 12, block 2, was allowed because he declared he went on the lot in 1873, and built a stable and partially cleared the lot; in 1877 he built his store-room and other outbuildings, and continued to occupy and use the lot continuously from 1873. It was not claimed that these two—Miller and Mannion—had their homes on these lots previous to Mr. Van Horne's visit, but the lots adjoined the lots on which they resided, and were in consent use in connection with their homes. Mannion had another lot which he occupied and used at the time he held the lot which we conveyed to him. (Map produced showing the relative positions of the various lots referred to.) J. Griffith swore he resided with his family continuously on the lot from 1883, and previous to Mr. Van Horne's visit had expended \$500. Mr. McBride (lot 6, block 3) declared that he had resided continuously on his lot since November, 1883, and had expended \$500 thereon. J. H. Gillespie (lot 15, block 3) *bona fide* located personally on the 1st March, 1884; commenced clearing same month, and commenced building in June, 1884; dwelling cost him \$1,200. In his affidavit he said he had personally resided on said lot since 1st March, 1884—two months. This lot, which Mr. Gillespie was allowed, was the one on which he resided when I went to Granville first. He claimed two other lots—lot 10, block 5, and lot 11, block 5,—which he was not allowed. We do not admit that a man can be a *bona fide* occupant of more than one lot. And further, the letter of Mr. Smithe, marked A, uses the following language: "The Company will sell to each such locatee "his respective lot at \$200." We considered Mr. Gillespie entitled to only one lot, and disallowed the other two. We were met with the difficulty of having Mr. Gillmore led into the purchase of lot 11, block 5, by Mr. Smithe. All Gillespie's claims were, therefore, allowed to stand over, and subsequently Mr. Gillmore helped us out of the difficulty by offering to take 25 feet of the lot. Previous to this, as Mr. Gillespie had made certain improvements on lot 10, block 5, which were of value to the Company, I, on behalf of the Company, paid him for the same, and he waived, by written documents, his claim to the lot. These two having been disposed of, lot 15, block 3, on which Mr. Gillespie had made his home, was granted to him. Hugh McEwen now asserts no claim to lot 11, block 5. Lot 14, block 3, John Hill claimant. Mr. Hill claimed that he *bona fide* located on the 5th March, 1884, taking possession thereof personally, and residing on said lot and clearing same up. In the month of March or April he expended, in clearing and building a house, \$160. John M. Stewart, Thomas Whipple, and J. Griffith testified in corroboration of Mr. Hill's evidence. Simon Fraser, lot 4, block 3. The evidence showed so clearly that he was a *bona fide* occupant, having resided thereon some time prior to Mr. Van Horne's visit, that his claim was allowed without question. Lot 16, block 3, John M. Stewart claimant. *Bona fide* located on 3rd of March, 1884, cleared lot same month, commenced building in May, and completed \$500 house in August; am unable to say whether he resided continuously on lot before Mr. Van Horne's arrival. Thos. Whipple and John Bruns, it appeared to us, had fulfilled requirement as regarded residence, but they were outside the 1870 limits of the townsite of Granville; the map, Exhibit 3A, was the only map shown at the time the agreement was made.

Mr. Gannaway here said that his contention is that the inquiry should be confined to the limits of the map of 1870, 10th March.

Mr. Orr, M. P. P., mover of the resolution under which the Committee was constituted, was desired by the Chairman to state what he meant by the term "townplot of Granville previous to Mr. Van Horne's visit."

MR. ORR—I meant the townsite of Granville as it existed or was known at the time of Mr. Van Horne's visit in 1884. Think the map, Exhibit 3A, is the map of the old townsite of Granville.

Mr. Hamilton—Sullivan, lot 7, block 3, was disallowed because the evidence in his declaration does not show—1st. That he had any claim to this lot previous to Mr. Van Horne's visit. 2nd. His evidence shows that if any one was a "bona fide occupant" it was Joseph Long. 3rd. That it did not appear that any one resided on the lot previous to 4th August, 1884. We did not consider that a claimant was a "bona fide occupant" through a tenant or by any person other than himself. Ralston's appearing in this claim is one of the difficulties in the way of arriving at a decision. Sullivan having declared on the 9th July, 1886, that at the time of Mr. Van Horne's visit Ralston was the owner, and said Ralston being a claimant

for another lot, Sullivan's claim was disallowed. I. J. Hayden's claim was allowed to stand over at first, as it was not clear to the Company that the improvements made by Ralston were on account of this claim, or on that of Ralston's on the adjoining lot, the improvements being placed on the line dividing the two lots, 9 and 10, block 3. 2nd. It appeared from Mr. Hayden's own evidence in Court that he did not personally reside on the lot until the fall of 1884. Mr. Walls admitted that when he tendered the money on Mr. Hayden's account he was informed that Mr. Hayden's claim had not then been decided on. We left the matter so that Mr. Walls, knowing the facts, would have an opportunity of bringing on Ralston's claim first. Have told Hayden frequently that that was the chief ground for holding his claim over for further consideration. He did not produce any witnesses before me in support of his claim. I was always willing to hear any evidence in Mr. Hayden's behalf, but he never produced any witnesses. I was further informed that one of the witnesses who supported Hayden's claim (W. H. Watson) was not in Granville at the time, and could not have been aware of the facts stated in his (Watson's) declaration.

Question by Mr. Higgins—Why do the Company, after the verdict of the jury and the remarks of the Chief Justice (page 4 of evidence), withhold the title to Hayden's land?

Ans.—The Company do not agree with the finding of the jury and the judgment of the Chief Justice as to the interpretation of the correspondence between the Chief Commissioner and Mr. Beatty. We brought no evidence forward in rebuttal of the facts presented by Mr. Hayden. The defence in that case depended on legal points alone, and the Company did not produce any evidence in rebuttal of the plaintiff's facts. We claim the right to define who are bona fide occupants.

To Mr. Semlin—The C. P. R. Co. did not solicit the Government to define who were and who were not bona fide occupants. We exercised the power to define, and I am not sufficiently clear that we proposed to Mr. Smithe to decide who were and who were not entitled to the lots.

To the Chairman—We claim the right to define who were bona fide occupants from the general tenor of Mr. Smithe's letters and Mr. Beatty's answers. If it had been intended that the Government should decide these lots would have been withheld from the agreement.

To Mr. Semlin—Cannot say, intelligently, whether the Company exercised the right to define what was meant by bona fide occupants, because they were afraid if the definition was left to the Government the latter would allow too many of the claims.

By Mr. Gannaway—Did Mr. Smithe, during the negotiations for this contract, decline to take the matter in hand and settle who were the proper claimants, and assign a reason therefor?

Ans.—Not that I am aware of. Hjorth's claim to lot 12, block 3, was disallowed because it was a somewhat similar case to Hayden's and Ralston's. One John Angus, who claims lot 11, block 3, does so by virtue of certain improvements made by one Coleman, viz., a house and cultivation, in February, 1884. These improvements were located on the line between the two lots. The case was tried in Court and the Company produced no evidence in rebuttal. The decision is still pending. There was only one house, and that was on the line of the two lots. Do not think the house was placed on the line designedly. We were willing to give one lot either to Angus or Hjorth, or half a lot to each. Ralston's claim, lot 9, block 3.—We dispute this claim on the ground that Mr. Ralston had not erected a house, resided on the lot, or made substantial improvements before the 4th August, 1884. We dispute the facts that in March and April, 1884, sworn to by him on June 28th, 1886, that in the months of March and April, 1884, he spent in building and clearing \$70. We also dispute the statement that either, by himself or agent, he resided on said lot since the month of March, 1884, except when temporarily absent on business from Granville. Alfred King, lot 13, block 3, was disallowed because he had not personally resided on the lot, and his evidence was incorrect in which he states in his declaration (28th June, 1886), that in June of 1884 he built a dwelling house on the lot at a cost of \$950. As to the house, I deny from my personal knowledge. He claims to have built a cabin in March, 1884, and cleared at a cost of \$25. Can bring evidence to rebut in part his statements. A. H. Byram's claim to lot 4, block 5, was disallowed because he did not reside on the property before the 4th August, 1884, nor was the lot occupied by a tenant or agent; that no house was built thereon, and that the improvements reported to have been made were not of a substantial nature. John Jacklin's claim to lot 5, block 5, was disallowed for the reason given in Mr. Byram's case. In the evidence given by Mitchell to-day he claims that only a small portion of Jacklin's lot was slashed, and that there was no clearing done thereon. He states that the slashing would cost \$40 to accomplish. At this rate the improvements would make the cost of slashing come to \$1,500 an acre, whereas the

price paid by the Company was only \$25 an acre. The entire lot referred to by Mitchell does not measure a quarter of an acre.

To Mr. Semlin—The Company have had about 800 acres slashed. Four contracts were made for slashing. We contracted for the clearing of five acres in one contract at \$14 an acre.

To Mr. Gannaway—I did not tell McGregor that he would be ruined if he went to law. He came to me at different times for advice; may be I gave him fatherly advice. I told him there was an element of uncertainty in the case. He got the lot for \$1,750, and I heard he was offered \$12,000 for it the other day. The half-lot opposite to his was sold the other day for \$6,400. James Orr's claim to lots 12, 13, and 14, block 5, was disallowed for two of the lots (12 and 13), 1st, that the arrangements made with Mr. Smithe contemplated the selling to each occupant one lot only 12 and 13 were not improved, nor were they resided on by Mr. Orr, his agent, or tenant. No house was erected thereon. With regard to lot 14, Mr. Orr has not personally occupied it; that the Company have been in possession of this property, have paid the taxes thereon, and have expended in clearing the same the sum of \$160. The Company have been in undisturbed possession since we acquired title under the Crown grant. Philip Hughes lays claim to part of the Byram and Jacklin lots. I put in evidence Mr. Hughes' declaration of claim:—

Block 5.—In the matter of lots number four and five, on the official plan or survey of the Town of Granville, in the Province of British Columbia.

I, Philip Hughes, of Vancouver, B. C., do solemnly declare—

1. I *bona fide* located said part of lot 4 and 5, in block 5, on the 10th day of January, by grubbing stumps and completely clearing 33 feet of ground, which I was informed by Mr. Ralston was part of lots 4 and 5, in block 5, of said survey; bored for water and completed a good well; afterwards erected and completed a building 80 feet by 30 feet, two stories high, which was run as the Colonial Hotel.

2. That I have, with my family, occupied and resided on said lot, in said building on said lot, from the time of its completion until destroyed by fire.

3. That the particulars and respective values of the improvements made, and the times when made by me on said lot, are as follows:—

Clearing	\$ 50 00
Sinking and completing well	100 00
Building hotel	1,600 00
	\$1,750 00

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

(Signed) PHILIP HUGHES.

Declared before me at the City of Vancouver, }
this 13th day of July, A. D. 1886. }
(Signed) M. A. MACLEAN, J. P. }

Joint declaration, in the matter of part of lot 5, number four and five, block 5, on the official plan or survey of the Town of Granville, in the Province of British Columbia.

We, Joseph Manion and Henry Gornell, of the City of Vancouver, B. C., do severally solemnly declare—

1. That Philip Hughes, named in the declaration hereunto annexed, did *bona fide* locate part of said lot 4 and 5 on the 10th day of January, 1886, by grubbing and clearing and building a two-story hotel, known as the Colonial.

2. That the said Philip Hughes has resided on said lot with his family till burned out by the late fire.

3. That the particulars and respective values of the improvements made, and the times when made, by the said Philip Hughes on such lot, are as follows:—

Clearing and grubbing.....	\$ 50 00
Sinking well.....	100 00
Cost of building.....	1,600 00
	\$1,750 00

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

(Signed) JOS. MANNION,
" H. L. GORNELL.

Declared before me at this City of Vancouver, }
this 13th day of July, A.D. 1886. }
(Signed) M. A. MACLEAN, J. P. }

Adjourned at 1 A. M.

SEVENTH SITTING.

February 25th, 1888.

Committee met at 10.25 A. M.

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

MR. W. S. GORE, Surveyor-General:—

By the Chairman—Tracing map 3B shown. I believe this is a copy of the map in the office. Do not know when it was plotted out. I believe the part other than Old Granville was surveyed by Mr. Jno. Jane. I think about 1874 or 1875. This map was in existence prior to 1884. If asked to produce a map of the Townsite of Granville in Court, I should produce the small one (3A). Think there was only one piece of property sold in the addition to Granville as designated on 3B. It was to Mr. Black for slaughter-house purposes.

To Mr. Hamilton—Am not aware that a copy of 3B has been filed in the Land Registry Office. Do not know if this map was filed at the New Westminster Land Office for the purpose of selling lots by it. The sale I refer to was made, I believe, by correspondence with the head office. The lot, I believe, was included in the original allotment of land agreed to be granted to the Company. I was not present at the interviews between Mr. Beatty and Mr. Smithe. Can't say whether a copy of 3A map was made for Mr. Beatty. I produce a return made to the House last year of all the Crown grants to lots in Granville. The number is 12; all but one (Black's) being included in the plan marked 3A. The Crown grant was issued to Lot 22, Block 15, on the 15th February, 1884, in error, and a grant was issued to Lot 40, Block 17, in lieu thereof, under authority of section 55 of the "Land Act, 1884," the date of the new Crown grant relating back to the date of the original grant.

To Mr. Gannaway—My opinion is that the term "bona fide occupant," used by Mr. Smithe in the correspondence, meant a bona fide occupier of the land in the old Townsite of Granville, prior to Mr. Van Horne's first visit. Am the Surveyor-General, and was Surveyor-General at the time the agreement was made with the C. P. R. Co.

To Mr. Walls—My opinion of a locatee is one who locates and occupies a piece of land, not one who locates and goes away from it.

W. S. GORE, Surveyor-General.

L. A. HAMILTON, cross-examined by Mr. Walls—Came to British Columbia in January, 1885. Was not present at any interview between Beatty and Smithe. Had no knowledge at that time of the Land Laws of British Columbia. The letters signed by Mr. Beatty and produced yesterday were written by me at the Driard House. Gave evidence against Hayden in the Supreme Court. Jon. Miller was also called. In spite of the Chief Justice's decision to the contrary, I still claim that a bona fide occupant means personal occupation. Have been connected with the C. P. R. five or six years. Before I came here had no knowledge of what a squatter or "settler" meant in British Columbia. The C. P. R. received, for extending the line to English Bay, about 6,000 acres of land. The Company have granted to eight settlers lots at \$200 each, on the old Townsite plan. Have granted no lots outside the limits as shown on the old plan. We granted to Thos. Whipple for \$200 a lot in the Company's new survey of lot 541, covering in part the improvements made by him. By mutual arrangement with Mr. Whipple, part of the property originally claimed by him is used and occupied by the Railway Company for their right of way. The lot is outside the old Granville townsite. Was not present when the map was handed to Mr. Beatty by Mr. Smithe.

To the Chairman—Map marked 3B and survey were set aside by the Company, by consent of the Government.

To Mr. Walls—Never fixed a day to hear Hayden's witnesses. Did not promise to appoint a day, as far as I can recollect. Will not swear that Watson was not in Granville at the time the facts took place to which he deposed. We claim to be the sole judges as to who were the bona fide occupiers of the land. Will not say whether, if we had chosen, we could have disallowed every claim. The eight claims we allowed contained about one and a half acres. No arrangement was made for a tribunal to settle the claims. Am not aware that the Government sent anyone to enquire into the bona fides of the claimants. Mr. Smithe personally investigated one claim. Am not aware that Mr. Robson investigated any. Gillespie's was the claim Smithe investigated, as I gather from his letter. Smithe was with me several times over the townsite, and never attempted in any way to make an investigation into the claims; nor did any other member of the Government. He could not have made a thorough investigation into Gillespie's claims, as the correspondence shows that he only took cognizance of two, whereas Mr. Gillespie at that time was a claimant to three lots. Cannot say that Gillespie had sold one of his lots, as I am not aware when Mr. Smithe made his investigation. Do not know when Hjorth took possession of Lot 12, Block 3. Hjorth's and Hayden's houses were both a little off the line. Do not remember ever having offered Hayden his lot. Have never seen Angus personally. Do not know whether Byram built a house after Van Horne's visit. Never warned those who were building houses before the fire to desist. Henderson's cabin was the only one left after the fire. I understand that last summer, either in the early morning or at night, a fence of rough scantling was put up on Mr. Orr's claim, it was pulled down as soon as discovered by the Company's orders. We then put up a house on the claim and fenced it in. Am not aware that Orr has made any attempt to pull down our fence or house, or served us with a notice to vacate. We had made at this time arrangements to fence in all our property. A house was run up at night within the enclosure, and was removed by the Company before it could be completed. Do not know that Mr. Orr was in Victoria when his fence was removed. Did not tell anyone that we would not grant Orr the lots because he had gone against the Company. Do not know whether the house run up at night was on Orr's lots or not.

Mr. Walls here asked to have a portion of the Chief Justice's judgment inserted on the minutes.

Mr. Gannaway objected—1st, it was not evidence; 2nd, the conclusions of the Chief Justice are erroneous, and not borne out by the evidence that was before him on the trial.

The application was laid over.

The room was cleared for five minutes to allow the Committee to decide whether they would admit map marked 3A or map marked 3B as the official map of the town of Granville. The Committee decided that both maps should be accepted in evidence.

Mr. Hamilton re-examined—Thos. Whipple, lot 3, block 17, according to map 3B, had continuously resided on the lot since May, 1884. In the last of April he cleared lot and built a house thereon. This evidence is supported by Stewart and Griffith. The improvements were valued at \$750. Did not grant him the same lot he applied for. Did not consider the Company were bound to allow this lot, it being outside the townsite of Granville as understood by the Company. Mrs. Whipple was a widow woman, her son was the claimant, and in consideration of the bona fides of her occupation the Company sold her for the sum of \$200 property in the new survey made by the Company sufficient land to compensate her. The lot would not be as large as one of the Granville lots.

To Mr. Walls—The lot sold Whipple was about equal in value to the one he parted with.

To Mr. Gannaway—John Bruns' claim was also outside the limits of the original townsite. I granted him a lot elsewhere. His house was right on the line of track. Think it was lot 2, block 7. Told Bruns I did not think he had any *status* under the arrangement, as he was without the limits of the townsite of Granville, but as we were desirous of having his house removed for the purpose of constructing a railway, I was willing to give him a building lot in another part of the town of Vancouver. Mr. Boulton, his attorney, apparently took the same view of the case, and advised him to accept the offer. It was a lot on Powell street, on what is known as the "85-acre." The money consideration was \$1. Machiter's claim to lot 1, block 17.—The evidence shows that the lot was taken up by one Wm. Lunn. We deny that the applicant was a bona fide occupant, or had made substantial improvements, or had ever resided on the lot. The house was on the public street, as on map 3B. The Company's possession of the lot has not been disputed, and we have always paid the taxes thereon. The lot

was outside the old townsite of Granville. The claim of J. B. Henderson, lot 7, block 17, was disallowed because he could not have been even a bona fide locatee, as his declaration shows that he did not know the number of said lot and block; that he has not personally resided on the property, and did not make substantial improvements thereon previous to the 4th of August, 1884; that the Company have re-surveyed this property, registered a map thereof, and paid the taxes thereon. Geo. Preston's claim was disallowed because he did not reside personally on the lot previous to August 4th, and for the other reasons set forth in Henderson's claim. A. E. McCartney, lot 2, block 17, disallowed for same reasons. H. G. Onderkirk, lot 4, block 17, evidence shows built his house in December, 1885, and that he had not resided on the lot previous to that time. The other reasons are similar to last two cases. He is still in occupation. McCrimmin did not reside on lot 19, block 17; had no house, nor did he reside there previous to the 4th of August. McPherson, Elliott, and Reid were outside the old townsite, and were settled with in a friendly way. McPherson's evidence showed that he did not locate the lot till the 5th March, 1885, but on the ground that he had erected buildings of the value of \$6,000 on the property, the fifty feet covered by his improvements were sold to him for \$1,000. Elliott's was a similar case. He had \$360 worth of improvements and lived on the lot. He paid, I think, \$1,000 for the lot. D. R. Reed, lot 15, block 17, similar to Mrs. Whipple's case, but the evidence did not show that he was there prior to Mr. Van Horne's visit, but since the end of 1884, or beginning of 1885, he has resided continuously with his family on the lot. He was sold the lot on which his house stood, as shown by the new survey, for the sum of \$200.

To Mr. McLeese—The area of the land claimed by the claimants was about seven acres and a half. One acre and a half was allowed inside the old townsite, and about two acres more settled or compromised inside and outside by arrangement. I do not mean that I recognized their claims under the agreement as regards those outside the old townsite. The lots outside the old townsite were sold at less than their real value.

To the Chairman—The Company claimed the right to discriminate who were bona fide occupiers, but would not decide that point in accordance with the land laws of the Province, as I do not think the land laws are applicable to the case.

To Mr. Walls—Suits by Orr, Machiter, and Preston are pending in the Supreme Court.

To Mr. McLeese—I am acting for Angus and Smith and the C. P. R. in connection with these lands. Smith and Angus are the absolute owners of the land at Burrard Inlet. Do not know whether the land is held for their own benefit or the Company's. I think they were the trustees nominated by the Railway Company. Believe Angus and Smith hold the land in trust for the Company. Sales are made from Smith and Angus. Mr. Abbott, Superintendent Pacific Division C. P. R., holds the power of attorney of Smith and Angus.

L. A. HAMILTON.

I. J. HAYDEN to Mr. Walls—Was well acquainted with Mr. Smithe. On his last trip to Vancouver he and I stood on lot 10, block 3, and he explained the agreement to me. I showed him where my improvements had been previous to the fire. He said they were bona fide in every respect. I claimed that mine was the better than either claim on each side of me, as I had a house on mine and they had only cleared. He asked if the two lots on each side of me were cleared before the 4th August, 1884. I said they were partly cleared. He said that they were as bona fide as mine, as they might not have had \$150 to build with after their clearing was done. I asked why the word bona fide was put into the agreement, whether a house had been built or not. He pointed to the beach and said there were twenty or thirty men living in shanties working at loading vessels and fishing, and scapegoats from Puget Sound, and had never made application for lots, were not bona fide though living on the lots, and that was the reason the words bona fide were inserted. He said he had no doubt that the Company after a little time would give us our lots. I said I was afraid not. He said that it was the Provincial Government who gave this land to the Company, and it was for him to say who was bona fide in their improvements, and that he had made arrangements with the Company, and felt very sure that in a few days the claims would all be settled. The above conversation took place about 1st September, 1886. The heaviest growth was on this part of the townsite; on the hill it was lighter.

To Mr. Gannaway—I told him that the lots claimed by Ralston and Angus had been cleared partially before the 4th August, 1884. I knew this from hearing Bruns was one of the men referred by Mr. Smithe as living in a shanty. I do not know this except from hearsay. Mr. Ralston was present part of the time I was conversing with Mr. Smithe.

To Mr. Walls—The ruins of both houses erected by me were at this time clearly distinguishable.

To Mr. McLeese—I know positively that Mr. Smithe told me that any one who had made application and done some improvement on their lots, the same as Ralston and Angus, were bona fide.

I. J. HAYDEN.

HJORTH—To Mr. Walls—

On February 28th, 1884, I made application to the Hon. Mr. Trutch to purchase lot 12, block 3. I was told by the Immigration Agent, Mr. Ross, at New Westminster, to apply to Mr. Trutch. Mr. Trutch acknowledged my application. I went to work and made a trail in February, and then cleared a place to build a house to live in, and erected a house. I cleared land for a garden and fenced it and planted a sack of potatoes and a patch of onions. As soon as I had it finished I lived in it, and I lived in it constantly until 23rd of May, 1884. I then went away for a couple of months, and when I came back in the fall I resided there all the winter until the following spring. I erected a building for Hayden on his own lot, as I was instructed. I was instructed to build it on lot 10, and the fact of it being a little over the line was purely accidental. I was paid \$150 by Mr. Hayden for building and clearing, and about \$40 by Ralston for partially clearing his lot. My own house was finished about the first part of March, 1884. There was no clearing between lot 11 and lot 12, and the little clearing done by me on lot 11 was purely accidental, and I received no remuneration for it.

Mr. Hjorth here produced a document (marked "K") as follows:—

GRANVILLE, B. C., May 26th, 1884.

This is to certify that I have no claim on the house that stands on the line between Lots No. 11 and 12, block 3, town plot Granville, and will give the owner of lot No. 12 a month's notice when I want it removed off lot No. 11.

(Signed) E. H. COLEMAN.

This document was signed in presence of Mr. C. C. Ralston.

There was very dense brush, and very heavy logs laying over one another, four and five high, and very difficult to get in. I consider the value of my improvements to be about \$100. I have been a mate of a ship.

To Mr. Gannaway—The letter, marked "L," I received from Mr. Trutch on 11th April, 1884, is the only letter I received from him. I have a pre-emption on Fraser River, made on 23rd May, 1884. I think I gave Mr. Hayden a receipt for the \$150 he paid me for clearing and building. The money was paid by Mr. Ralston. Ralston paid it to me on Hayden's account. Mr. Coleman paid me nothing for making improvements. I am not a married man, and was not in 1884.

N. HJORTH.

COPY OF LETTER MARKED "L."

OFFICE OF DOMINION GOVERNMENT AGENT,
VICTORIA, B. C., 17th April, 1884.

SIR,—I am directed to acknowledge receipt of your letter of 28th February, instant, 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.,

(Signed) H. S. ROEBUCK,
Secretary.

N. Hjorth, Granville.

MR. HENDERSON, sworn—The only application I made was to the C. P. R. Co., about June, 1886, for lot 7, block 17. In the month of March, 1884, I had some clearing done and a house built on this lot, by my agent, Mr. J. H. Gillespie. I was doing considerable business with Mr. Gillespie at the time, and he undertook to see to the building of the house and look after the matter generally for me. About this time I was seeing Mr. Gillespie about every two or three weeks, on an average, and at different times he informed me that the house had been built and was being occupied for me, and on one occasion he intimated that he was not receiving any rent for it, which I told him did not matter. I was at that time in business in New Westminster, with branches of the business at Victoria and Port Moody (saw-mills), and

looked forward to establishing the same in Granville, which has since been done by two other companies. The man who built the house was named Thos. Levi, and in different conversations with him he corroborated the statements made by Gillespie to me, as to the building of the house and clearing the lot. The names of the parties who occupied the house as my agents were Lapp, Stewart, Walker, and Hiatt. The exact date of each of their tenancy I am unable to give. I have held undisturbed possession of this lot since first located, in March, 1884, and I hold possession of it now. I have had various sums for rent paid to me, and am at present drawing \$5 per month from a man named Draxdorf, who acknowledges me as landlord. The reason why I could not give the number of the lot at the time I filed my statement of claim to the Company was, that the only map that I could see was a small map marked 3A, which does not show this lot. This lot was never enclosed by the Company, and the possession of it has never been disputed. About November 1st, 1886, I went up to see Mr. Hamilton at the C. P. R. offices, and tendered him \$200 in gold, in payment for the lot, in the presence of a witness, my agent at that time (L. Hiatt). Mr. Hamilton declined to take it. After some conversation, he and I and Hiatt went to see lot in question and examine improvements made on it, and the result of the interview was, that Mr. Hamilton said he would write to Mr. Abbott and recommend that I should be granted Lot 9, corresponding to the eastern portion of the lot claimed by me. I do not remember making any enquiries as to the result, as I was not prepared to take that, as I considered my claim a good one. It was shortly after that, that I wrote to the Chief Commissioner respecting this lot, and received the following reply, marked 2A:—

VICTORIA, B. C., November 26th, 1886.

SIR,—I have the honour to acknowledge the receipt of your letter of the 25th instant, having reference to your claim to Lot 7, Block 17, old Granville townsite, and in reply, to state that your claim to the lot in question will be considered among others.

I have, &c.,

(Signed) WM. SMITHE,

Chief Commissioner of Lands and Works.

J. B. Henderson, Esq., Vancouver, B. C.

I consider my claim in the same position as Hayden's and others, and I am satisfied to take the meaning of the phrase "bona fide occupation" as defined by the Land Act by the Chief Justice and the jury of my fellow citizens. I hold a receipt for the money paid for building a cabin, and will produce it if required.

COPY OF DOCUMENT MARKED "2B."

VANCOUVER, B. C., January 25th, 1887.

To the Honourable Members of the Provincial Legislature, British Columbia:—

The undersigned hereby certify that Jno. B. Henderson, of Vancouver, of British Columbia, did locate lot seven (7), block seventeen (17), town of Granville, B. C., Government survey, by clearing a house spot and erecting a building thereon, which is now occupied, and has been most of the time since July, 1884, location being made and house built before Mr. Van Horne's first visit in August following.

(Signed)

JOSEPH GRIFFITH,

„

JNO. M. STEWART,

„

THOMAS WHIPPLE,

„

H. G. ONDERKIRK,

„

D. R. REID.

To Mr. Gannaway—I have made several verbal enquiries to the Government at New Westminster, but never got any satisfaction. Can't swear that I ever made a written application, but believe that I did. I never showed certificate marked 2B to the C. P. R. Co. I had a tenant or agent in possession nearly all the time on the lot. I lived in New Westminster myself with my family, but never lived on this lot. *Re* my statement in my declaration on the 2nd of July, 1886, in order to be sure of the date of my location I said "I bona fide located said lot on or about the month of July, 1884," and I now thoroughly believe that the date of my location was March, 1884. I had no partner when I located the lot. I admitted Mr. Hiatt into partnership about October, 1885.

COPIES OF DOCUMENTS MARKED "2c."

Copy of Declaration, in the matter of Lot No. 7, Block No. 17, on the official plan or survey of the Town of Granville, in the Province of British Columbia.

I, John B. Henderson, of New Westminster, B. C., do solemnly declare—

1. I bona fide located said lot on or about the month of July, 1884, by having a house or cabin built thereon by a Mr. Levi. That it was my intention to have built on in front, but was advised not to do so until more clearing had been done around. When that time came I was unable, through losses in business, to do so. I did not then know the number of said lot and block.

2. That I have not personally resided on lot said, but have been represented almost continuously by agents resident thereon, permission being given them, I believe, by my agent until 17th October, 1885, when my partner and agent, W. L. Hiatt, took possession, who still continues to reside on and represent me. The names of some of the previous occupants were Lapp and Stewart.

3. That the particulars and respective values of the improvements made, and the times when made, by me on said lot are as follows:—

Cabin built and lot partly cleared by Thomas Levi, or men in his employ, July, 1884, to March, 1885.

Clearing principally by Mr. Lewis Hiatt during 1885 and 1886, \$115. Total value, \$115.

NOTE.—My claim has never, to my knowledge, been disputed.

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

(Signed) JOHN B. HENDERSON.

Declared before me at the City of New Westminster }
this 2nd day of July, A.D. 1886.

(Signed) W. NORMAN BOLE, J. P. for B. C. }

Copy of Joint declaration, in the matter of Lot No. seven (7), Block seventeen (17), on the official plan or survey of the Town of Granville, in the Province of British Columbia.

We, Thomas Whipple, of Vancouver, and Hiram Onderkirk, of Vancouver, do severally solemnly declare:—

1. That John B. Henderson, named in the declaration hereunto annexed, did bona fide locate said Lot 7 in Block 17 (Granville townsite), in the latter part of July, A. D. 1884, by taking possession of said lot, and that they believe he made application therefor. That thereupon he put an agent upon said lot, and had clearing done and a house or cabin built, that said clearing and building cost not less than the sum of thirty-five dollars, and that since that time and before the expiration of the month of May of the year 1885, made further improvements, which cost not less than \$115.

2. That the said John B. Henderson has been in constant possession of said lot by an agent or tenant, who has resided on said lot from the time he first took possession up to this date.

3. That the particulars and respective values of the improvements made, and the times when made by the said John B. Henderson on said lot, are as follows:—From July, 1884, to March, 1885, by clearing and building, the sum of thirty-five dollars; and from March, 1885, up to the 25th day of May, 1886, by clearing, the sum of one hundred and fifteen dollars. Total, \$150.

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

(Signed) THOS. WHIPPLE.
HIRAM G. ONDERKIRK.

Declared before me at the City of Vancouver, }
this 10th day of July, A. D. 1886.

(Signed) M. A. MACLEAN, J. P. }

The only sum I paid in cash to Gillespie was \$27, but this sum does not represent the value of the improvements done by him. I think there were value for \$75 before August 4th, 1884.

Mr. Gannaway asked to have evidence given to the C. P. R. Co. inserted here—marked 2c. The witness says exhibit 2c is the evidence he furnished to the Company of his claim.

JNO. B. HENDERSON.

L. HIATT affirms—That the state of the clearing was such that during the fire the house on it (Lot 7, Block 17), was one of the few buildings that escaped. I remember your tendering Mr. Hamilton \$200 in payment of said lot, and I remember the interview which followed about the lot. Mr. Hamilton said that he was prepared to recommend Mr. Abbott to give Henderson Lot 9 of the new survey. I have held undisturbed possession of this lot (Henderson's) since October, 1885.

To Mr. Gannaway—I was not on the lot in August, 1884, or was not in Granville in the year 1884.

L. HIATT.

The Committee here adjourned till 10 a. m. on Monday, 27th February.

G. B. MARTIN, Chairman.

EIGHTH SITTING.

FEBRUARY 27TH, 1887.

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

WM. MASHITER, sworn—I claim lot 1, block 17, upon the ground of purchasing the right of Wm. Lunn in December, 1884. Lunn applied for the lot and erected a building thereon previous to Van Horne's visit. Lunn's receipt was lost in the fire. I gave him \$50 cash. The building was 14 feet by 18 feet, the proportion cleared about 25 feet by 25 feet. According to the stakes shown me the house was on the lot. I have been in mining countries and understand stakes.

To Mr. Higgins—Lunn is not now in the country. Do not know whether Lunn was a British subject or not. I am a British subject. The lot sold to me by Lunn appears on map 3B and is not on the first map. The Company served me with a written notice, dated August 18th, 1886, that my claim was not allowed. Asked Abbott if there was no way to arrange matters. He said that the railway wanted all or nothing. Since the fire there has been no house on the lot. The railway runs through the corner of the lot. Have not resided on the lot since the fire. Up to three months ago I had some shingles on the lot. They were stolen at night between two and three months ago. Never knew who took them. since then have had nothing on the lot. Never fenced it in. Took possession of the lot in December, 1884, the time I bought it. Only know by hearsay how long Lunn was on the lot before I purchased it.

To Mr. Gannaway—Lunn sold me his improvements and his right to the lot.

WM. MASHITER.

A. E. McCARTNEY, sworn—Am an architect and civil engineer. Have seen map marked 3B either at the Government Office, New Westminster, or the gaol at Granville, now known as Vancouver. I have made tracings of portions of it. Have lived at Vancouver, otherwise Granville, since 1880. In the spring of 1884 I made application to purchase lot 2, block 17, as shown on the map marked 3B. Got a reply that in due course my application would be taken into consideration. I applied to Mr. Trutch, as the lot was supposed to belong to the Dominion Government. When I went to the place first I did not see the map marked 3B. Think I saw it first in 1884. From seeing it got the number of the lot I applied for. Am certain the town-site as shown on map 3B was surveyed prior to 1880, because I saw the survey stakes. A cemetery reserve was marked out and staked. It is not used as a cemetery now. The Railway Company have their workshops there. Am a British subject.

To Mr. Gannaway—Located lot 2, block 17. Started in to clear it in May, 1884. Bush fires abounded on all sides, and it would have been risky to build a house on it, as it might have been destroyed. Did work on the lot before the 4th August, 1884. Chopped down trees and cleared off enough to build a house 15x18. Did not know then that it was necessary to make improvements, as I applied to purchase, not to pre-empt. That clearing was all I did prior to the 4th August, 1884. A Mr. and Mrs. Thomas built a house on the lot by my permission, and resided there after Mr. Van Horne's visit. I was there every day or two, but never lived on the lot. I saw either Mr. Hughes or Mr. Warwick in the Land Office at New Westminster about selling me the lot. They told me they could do nothing in the matter. I applied to them after the Provincial Government put a notice in Gazette in 1885 warning all squatters to leave. I ceased making improvements, but Thomas and his wife continued to live on the lot. The house was burned in the fire. Major Rogers ran his survey lines through the lot, and it was afterwards taken for railway purposes.

To the Chairman—Mr. Hamilton made me a verbal promise one day in my office that he would give me another lot for the one that had been taken away from me. I was making a map for Greer (for the Court) and Hamilton came in to see it; but he did not. I did not show it to him.

To Mr. Gannaway—Mr. Thomas built the house after the 4th August, 1884.

To Mr. Walls—Whipple was alongside of me, and he got the lot he located. Saw Orr's fence pulled down by Mr. Charleson and a gang of men. Charleson said they were taking down Orr's fence. Orr had just left the town before the fence was pulled down. I remarked to Charleson it wasn't right to pull down the fence while Orr was away, and he said possession was nine points of the law. The fence was a good fence to mark the enclosure and keep cattle out or in. The fence was there some days before it was disturbed. It was pulled down while Mr. Orr was going through the Narrows in a steamer for Victoria. It was generally remarked in the town that advantage was taken of Mr. Orr's absence to pull it down. They seemed to be watching for Mr. Orr to leave before they pulled down the fence.

ALAN E. McCARTNEY.

C. C. RALSTON, sworn—First went to Granville in December, 1883. Was book-keeper and supplying the camp for Mr. Gillespie. Applied through Mr. Walls to Mr. Smithe for permission to purchase lot 9, block 3. Think I applied in May, 1884. .Began improving the lot the last of February or 1st of March, 1884. My time was not fully occupied with Gillespie, so that I spent my spare time in improving the lot. Am a good chopper. Gave a job to Hjorth for \$40 to assist me. The land was heavy to clear. Cleared a piece 35x60 and chopped nearly the whole lot. Chopped large surrounding trees on the road for fear when I built a house they would fall on it. The lot I refer to is on the old townsite map (3A), and next to Hayden's. The value of the improvements I put on, including the \$40 paid Hjorth, would be \$75 at least. Did not build because of the danger from fire. Next summer I did build as soon as it had the appearance of being safe. It cost me \$800 or \$900. From the time I took up that lot, I devoted all my spare time and all I earned to that lot. There were six or seven rooms in the house. It was a story and a half house, tongued and grooved and partly papered inside. It was just papered before the fire came and swept it off. On the Sunday of the fire I saw some men burning logs and brush on the hill. I went to them and told them they would fire the town. They advised me to go to the Railway Company, as they were under the Company's orders. Mr. Abbott came to Hayden's store and said the appearance of the fire was worse than it really was. In twenty minutes afterwards the town was burned. The fire started on the Company's land. I rebuilt after the fire, cleared off the stumps, and put up a small building. Am still in possession, and have been ever since. Hamilton must have seen me building the first house on the lot. He did not notify me not to build at that time. When I was building the last house Hamilton came and said the Company would not allow me to remain on the lot. I put in a claim for the lot. Received a reply on the 18th August, 1886, saying that my claim was disallowed. On 4th September, 1886, received the following letter:—

THE CANADIAN PACIFIC RAILWAY COMPANY, PACIFIC DIVISION,
OFFICE OF THE GENERAL SUPERINTENDENT,
PORT MOODY, 4th September, 1886.

DEAR SIR,—You have already been notified that your claim to Lot 9, Block 3, old Granville townsite, has been disallowed, and I understand you are continuing to put up buildings and make other improvements thereon. I now again notify you that your claim is disallowed, and you are forbidden to improve the property, or to continue to occupy it, and that any improvements made thereon will be at your own risk.

Yours truly,

(Signed) H. ABBOTT,

C. C. Ralston, Vancouver.

General Superintendent.

Witness—Had two interviews with Mr. Smithe, once at Victoria and once at Vancouver. When I saw him at Vancouver he was coming down country. The interview at Victoria was immediately after the squatters's inquiry, in 1885. I went down to Mr. Rithet and got the money to pay for the lot, my claim having been allowed by the Committee of Inquiry. I tendered the money to Smithe—\$200. He said he was not in a position to receive the money then, but would be soon. I told him I was anxious to make improvements on the lot. He said I need not be anxious; that I would get the lot; that I was safe in putting on improvements. Conse-

quently, I built the \$800 or \$900 house. He added that every one who had made improvements prior to Van Horne's visit would get his lot. At the Vancouver interview, after the fire, I told him I had not got the lot. He asked what was the reason. I told him the Company said I had not made sufficient improvements; I was thinking of taking legal action, as it was reported that the Company had said they did not care for the Government or the Court; they would do as they pleased. I asked Smithe if he could not compel the Company to give me the lot? He said the Government retained the power, and that he would see I got my lot. The Railway Company, he said, should not be so very particular, as they were very far short of fulfilling their obligations to the Government. No person was present during the conversation with Mr. Smithe.

Mr. Gannaway here objected to the reception of Mr. Ralston's conversation with Mr. Smithe, unless it was supported by documentary evidence, or the evidence of a third party. Objection noted and overruled.

Witness—Mr. Hayden gave me \$150 to have a house erected on Lot 10, Block 3. I had the house erected and the lot partially cleared about the last of February or beginning of March, 1884. I spent the whole \$150 on the lot. I was acting as Hayden's agent. The man in possession paid rent for said lot, and I accounted for same to Hayden. At this time I was constantly in Vancouver, or nearly so, all that summer. I did some business for Jacklin and Byram. In the matter of Byram, Lot 4, Block 5, I gave a job to a man named Hjorth to clear a portion of the lot—I think to the amount of \$50. This man did very good work and gave full satisfaction for the amount of money paid him. This was about the end of April and beginning of May, 1884. There was also a house erected on Byram's lot after Van Horne's visit; value, about \$900 or \$1,000. I saw lumber on Lot 1, Block 17, and improvements in May, 1884. This is known as Mashiter's lot. I saw a building on Orr's lot in April, 1884, but was not acquainted with Orr at that time. It was very difficult to see the stakes, but still it could be done. I do not claim, and never did claim, any improvements on my lot on account of Hayden's house being a little on it. I did not find out that it was on the line till some time afterwards. I told the Company that I did not claim any improvements on this lot, and made no reference to it in my declaration of improvements to them. All the houses on this street, now called Hastings street, were a little too much to the west, except the gaol, which was a little too much to the east and on private property.

To Mr. Gannaway—The houses on Lots 9, 10, 11, and 12, Block 3, were a little on the divisional line. I was agent for Hjorth and Hayden. Mr. Hjorth left Vancouver in May and came back in the fall. In 1884, I sometimes slept and lived out in the logging camp, and part of the time in Vancouver, but principally lived in the logging camp across False Creek. When I was in Vancouver I generally stopped with Johnston, at the Deighton Hotel. On Lot 1 (Water Street) there was a man living on Hayden's lot before August, 1884. I forget his name. He is out of the country now. He paid \$3 per month for Hayden's house, and was a monthly tenant, and I collected rent from him as Hayden's agent. Mr. Hjorth was employed by me to build Hayden's house. It was made of rough boards, and was about 12 feet by 14 feet. He was to clear a part of lot, build a house, and make a rough road for hauling lumber, for the sum of \$150. I made him advances as the work was going along, but he was paid all in March. I do not know whether Hayden gave me the \$150 or sent it to me from Victoria. I got a letter from Hayden, but can't recollect whether there was any money in it or not. I do not think there was any post office order in it. I am positive he gave me the money before leaving for the mines. I had no house on my own lot in 1884. The statement made by Arthur Willis Sullivan, and Joseph Griffith, and E. H. Coleman, that Joseph Long subsequently sold his interest in said lot to me, and that I had sold it to Philip Sullivan, is incorrect. I was simply acting for this man to oblige him. I was acting as agent for Mr. Byram. I superintended the improvements for Byram, and paid the money for the work. I made no written application to Hon. Mr. Smithe, but believe I made one through my solicitor, Mr. J. P. Walls. The date of my application mentioned in my declaration of the 28th of June, 1886, as to when I made my application, is incorrect. It should have been that I believe that my lawyer made the application in May, 1884. The Company gave very little notice and I was trusting to memory, without any documents, they having been burned in the fire. There was no one living on my lot until 1885. I was on the ground and working there.

Question—Is the statement contained in the said declaration that you or your agent had resided on said lot since the month of March, 1884, correct or not? Ans.—If it requires to eat and sleep on the premises, I was not there; but I am sure when Charles Hughes read this declaration to me that I understood being on the lot as often as I was, meant residing on the lot.

It was moved and carried that the Committee adjourn and meet at 8 P. M.

NINTH SITTING.

Committee sat at 8 P. M., February 27th, 1888.

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

To Mr. Gannaway—Cross-examination of C. C. Ralston continued—I never acted as agent for Gillespie in Vancouver with regard to lots. Mr. Gillespie claimed three lots. I do not know anything about what he expended on lots, except that he built a good house on one of them (lot 15, block 3). He also claimed lots 10 and 11, block 5. I think he put up two buildings, one on each lot, in April, 1884. I had nothing to do with paying out the money for those buildings. I did not know anything about the facts sworn to in my declaration of 23rd June, 1886, except that I saw the houses on lots in question, and suppose they cost the amount mentioned in the declaration, viz., “That the particulars and respective values of the improvements made, and the times when made, by the said J. H. Gillespie are as follows:—February or March, 1884, house, \$80 paid out for labour improving lot at different times since February, 1883, \$64.50; other expenditures, J. H. Gillespie’s own work, etc., \$40.” I judged that these figures were correct after inspecting the buildings. I have never paid any taxes on the lot claimed by me. I wished to do so, but was not allowed. I was not Mashiter’s agent, and had nothing to do with the building of his house. I used a portion of Mashiter’s house as an office for Gillespie when acting as clerk for him. I don’t think I was attending to any of Mashiter’s business at that time. I know of my own knowledge the facts stated as to Byram’s claim in my declaration of 2nd of July, 1886. I don’t think the declarations are quite correct, as they were got up in a great hurry, and we were informed that if they were not sent up in time we should lose our lots, and the haste would account for any discrepancies. I am a British subject, and was born in the County Glengarry, Ontario.

To Mr. Walls—I was book-keeper for Gillespie and was paid a salary. He had about forty men in his employ at that time. He was running two camps. My business took me daily to Hastings’ Mill, near Granville. I went and examined Gillespie’s buildings before I made the declaration respecting them, and estimated the value and consider them correct. Byram, Jacklin and Stewart were working for Gillespie, and I acted as agent for all of them, attending to little business backward and forward between the camp and Granville, and charged nothing. Stewart got his lot.

COLIN C. RALSTON.

A. H. BYRAM, sworn—Was a claimant for lot 4, block 5, in Granville. Located the lot in April, 1884. Commenced improving it the same month. Cleared a part of the lot between April and the middle of May. Cleared a space sufficient to put a good big dwelling-house on. Was working in Gillespie’s camp. Ralston hired the men for me, and I paid about \$60 for the work. Rented the lot to Mr. Hayden in October, 1884, for five years. He was to give me \$5 a month for the term, and put a building on the lot to cost not less than \$900. He carried out his contract. At the end of the lease all the improvements were to come to me. The building was destroyed by the fire. After the fire \$250 improvements were put on the lot by Hayden. I applied, through Mr. Walls, to purchase the lot about 15th May, 1884. Had an interview with Mr. Smithe about the time the Squatters’ Committee sat, and he said all those who had made required improvements would get their lots. He said he would either go himself or send some one to investigate the claims.

To Mr. Higgins—The Railway Company disallowed my claim. Mr. Hamilton said it was worthless. Never received a written notice from the Company. Am still in possession by my tenant.

To Mr. Gannaway—Never lived on the lot myself. I was not aware that a locatee had to live on it. Did not locate it for the purpose of living on the lot. Have never been a resident of Granville. Was not aware that you had to live on land when you purchased it. Understood there was a Government Reserve on the land, and that it was not in the market. No one else was present when I had the conversation with Mr. Smithe in 1885 at the Land Office. Did the clearing before the 4th August, 1884. Most of the lot was slashed and some cleared. Am a British subject.

To Mr. Walls—The land was heavy to clear

A. H. BYRAM.

JOSEPH MANNION, sworn—I hold Alfred King's power of attorney to represent him here. To my knowledge his improvements on lot 13, block 3 (which he claims) consisted of clearing enough land to put up a house and have a small space about it. The house was worth \$30 about. He afterwards erected buildings that cost about \$1,100; fenced and cleared the lot. The house was occupied by a tenant. He put the first house up in the winter of 1883 and 1884. The second house he put up some months later. Both houses were destroyed by fire. Do not know why the Company refused his claim.

To Mr. Walls—Preston claimed lot 18, block 17. He built a small house and a little stable in the spring of 1884. He was engaged in draying. He resided on the lot. His claim was disallowed. McCrimmon was a neighbour of Preston's. He built himself a house in April, 1884, and resided in it. I lived down by the harbour. McCrimmon's was rather a good house for a one-story house. His house was not burnt, and is still standing.

To Mr. Gannaway—McCrimmon's house was begun in April, 1884. Preston's house was built before that date—about one month. King's power of attorney to me is dated July, 1886. Have no interest in McCrimmon's lot. His house was about 20x14. He cleared quite a space around it. King lived at English Bay in 1884 and 1885. He never lived on the lot claimed by him. He built a story and half house in the early spring of 1885. It cost about \$900. I paid some of the money to the contractor who built the house. King had some money in my hands, which I disbursed for him. When I declared that King built a \$950-house in June, 1884, I should have said the early spring of 1885. Have been on the lot a number of times and saw the improvements. Mr. King is a British subject—a French Canadian. Preston resided personally on his lot. Joseph Huntly did not live there. To my knowledge Preston has no family. He boarded himself. Huntly may have lived on the lot. McCrimmon went on the lot to live in the winter of 1883-4. Preston went on the lot in the spring of 1884. After the fire I believe McCrimmon's place was rented.

To Mr. Semlin—I was claimant of a lot at Granville, and the claim was allowed. There was a stable on the lot, and I cleared and fenced it. I never lived on the lot. I went on the lot in 1876. King's lot was much more improved than mine.

To Mr. Gannaway—My residence was on the lot adjoining the one I got from the Company. I have lived on my residence lot since 1872. My root-house, chicken-house, and stable were built on the lot I got from the Company. Have no interest in McCrimmon's or Preston's lot.

JOS. MANNION.

A. McCRIMMON, sworn—British subject. I claim Lot 9, Block 17, on the extension of old Granville townsite, on map marked 3B. I first went there in April, 1884, and located. I cleared part of the lot, about 18 feet by 20 feet, and slashed part of it and built a house, which was finished in May. I paid \$120 to Joe Griffith for building and clearing. I worked in the woods in the summer, and went to reside in the house in the fall, and made my home there ever since, and am still in possession. My house was not destroyed in the fire, and is still standing. After the fire, Stewart's folks lived in it for a time, but I charged no rent. My occupation is a logger. I offered Mr. Hamilton \$200 to pay for this lot, but he said he could not take it, as Abbott was not at home. I cleared and planted and fenced it in the winter of 1884 and the spring of 1885, and "bona fide resided" there and made it my home when not working in the woods. Loggers work from six to seven months in the year. I paid taxes last year and have got my receipt for the same. I expended over \$400 altogether on this lot.

To Mr. Gannaway—This lot is not in the old Granville townsite. I own three lots in Hastings townsite, but do not own any other lots in Vancouver except the lot in question (Lot 19, Block 17). My name is on the assessment roll for this lot. I gave the money to Donald McNorton to pay the taxes, and he brought me back a paper, which he told me was a receipt for same, but I can't read myself. I lived on the lot myself, but have no family.

To Mr. Walls—The vote I refer to was a vote for the Mayor and Council of Vancouver. I voted when Mayor Maclean ran against Alexander. I also voted when Maclean and Dunn ran for Mayor.

his
ARCHIBALD X McCRIMMON.
mark.

Moved and carried that the Committee adjourn at 11.30 P. M. and meet at 10 A. M. on Wednesday, 29th February.

TENTH SITTING.

Committee sat at 10 A. M., February 29th, 1888.

Present—Messrs. Martin, Higgins, McLeese, Semlin, and John.

GEORGE PRESTON, sworn:—

To Mr. Walls—I claim Lot 18, Block 17, on map marked 3B. I applied to the Government in writing for this lot in March, 1884. Mr. Mannion wrote the letter for me. I never received any reply. I did not go to New Westminster to make any inquiries. I started to build a house in March, 1884, and cleared the lot about all off, but did not fence it. I did the work myself. It took me about three weeks to build the house, and nearly a year to complete clearing. Part of the time I was working on the outside, and put in my spare time working on the lot when I was out of employment. I commenced to live in it about the middle of April, 1884, and lived there about three weeks in May. Rented house to a man named Gillis. He paid me \$3 a month. He lived there till the fire, when the building was burned. House and stable, lumber, wages, &c., cost \$250. The clearing was done by myself at odd times, and I did not put in any claim for that. The lot is a large one. Am not a British subject.

To Mr. Gannaway—Have not signed my claim for lot or improvements to anyone. My lot is outside the old townsite of Granville.

GEORGE PRESTON.

I. J. HAYDEN—John Angus' lot adjoins mine. He is dead, and his brother came out from the East and took out letters of administration (produced), and gave me power-of-attorney to act for him. His lot is known as Lot 11, Block 3, on the map marked 3 A. When I came down from the mines in October, 1884, Angus' lot was pretty well cleared, and men were building a house on it. Suppose the house cost \$150. A family lived in it.

To Mr. Gannaway—The administrator of John Angus is Thomas Angus, of Brussels, County Huron, Ont., and a British subject.

I. J. HAYDEN.

HIRAM G. ONDERKIRK, sworn—Am a British subject. Went to Vancouver, or Granville, to reside steadily about 1st December, 1885. Built Hon. Mr. Nelson's house at Moodyville in 1877. I claim Lot 4, Block 17, on the map 3B. It does not appear on the map marked 3A. About 1st August, 1884, I bought out John McInnis' improvements on the lot I claim. I gave him \$60. There was a certain amount of lumber on the land when I bought it. The whole lot was cleared as level as a floor when I bought it. I produce the following correspondence to establish the bona fides of my purchase:—

VANCOUVER CITY, B. C., 30th May, 1886.

SIR,—Mr. Onderkirk requests me to obtain for him from your department all documents or papers relative to his squatter's claim in the Town of Granville, now known as Vancouver City, for presentation to Mr. Abbott. If you will kindly give instructions for the above to be forwarded to me you will oblige.

Yours respectfully,

(Signed)

REGINALD NUTTALL,
pro J. Onderkirk.

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

VICTORIA, B. C., June 4th, 1886.

SIR,—Herewith I beg to hand you the undermentioned documents in connection with Mr. Onderkirk's claim at Granville. These papers were forwarded to this office by Mr. Cunningham, in whose name they were registered, Mr. Onderkirk's name not appearing in our books; hence the delay in finding them.

- 1st—A receipt for \$150 from John McInnis, signed by Charles Stewart;
- 2nd—A conveyance from John McInnis to H. G. Onderkirk.

I have, &c.,

(Signed)

W. S. GORE,
Surveyor-General.

R. Nuttall, Esq., Vancouver, B. C.

Witness--The documents referred to in Mr. Gore's letter were sent in by J. Cunningham, then M. P. P., to the Land Office. R. Nuttall did my business for me. I was told that the first declaration was burned in the Company's office at Vancouver. After I bought out McInnes I learned that he had not paid for the lumber he left on the lot. Mr. Coldwell removed the lumber during my absence at New Westminster, and I then had no money or lumber to build with. Worked four months at Burton Prairie, and earned enough money there to build on my lot. Saw J. Cunningham, and he told me Mr. Smithe had told him my claim was all right. About the 1st December, 1885, I went on the lot; built a house 16x20; fenced the lot; and lived in half the house and rented the other half for \$3 per month. Lived there continuously till the fire, when the building was burned. Rebuilt after the fire. As I was destitute, I went to work and earned enough to put up a building, 12x14, on the lot. The day after the fire Mr. McPherson pitched a tent on the lot and occupied it. About the last of March, 1887, I came to Victoria to work, and stayed here about seven months. A man named Matheson occupied the lot during my absence, at a rental of \$5 a month. In January, 1887, I received the following letter from the Surveyor-General:--

LANDS AND WORKS DEPARTMENT,
VICTORIA, B. C., January 25th, 1887.

SIR,--I have the honour to acknowledge the receipt of your letter of the 21st inst., relative to your claim to a lot in the old townsite of Granville. In reply, I beg to say that your claim will be considered by the Honourable the Chief Commissioner of Lands and Works along with others, in due course.

I have, &c.,
(Signed) W. S. GORE,

Mr. H. G. Onderkirk, Vancouver, B. C. Surveyor-General.

Witness--I went back to Vancouver about three months ago, and have spent \$300 since. Have built two more buildings on the lot since going back. About two weeks after putting up those buildings I received this letter from the Company's solicitors:--

VANCOUVER, B. C., 29th December, 1887.

Re Lot 4, Block 17, Granville.

DEAR SIR,--We understand that you have commenced to erect a building on Lot 4, Block 17, "Granville." As this lot is the property of Sir Donald A. Smith and Richard Angus, our instructions are to request you that you will forthwith vacate the same, and remove all buildings material therefrom; and we are further instructed to give you notice that unless you comply with this request legal proceedings will be taken to enforce the same, without further notice.

Yours truly,

Hiram G. Onderkirk,
Esq., Vancouver City.

(Signed) DRAKE, JACKSON & HELMCKEN.
R. J.

Witness--Took no notice of the letter. Had a conversation with Mr. Abbott before I got the letter. In the spring of 1886 I found a notice affixed to my gate-post, warning me off the lot. I went to Mr. Abbott's office and showed him the first letter I had got from the Lands and Works. He said his object in putting up the notices was to bring the settlers before him. He said that I need not be afraid I would be turned off; that as I did not live on my lot before Van Horne's first visit, I might not get it under the arrangement with Mr. Smithe, but it was not his intention to discourage a poor working man; he wished rather to encourage the working class. He further said that, as I was a carpenter, he would give me a show to go to work for the Company and pay for my lot. I thanked him, and never had any further conversation with him. Never worked for the Company. After getting notice of disallowance I saw Hamilton. He said that Abbott had recommended him to give me 25 feet of my lot for \$200. He had given Reid about the same quantity of land, and my claim was about the same as Reid's. I did not agree to take the 25-foot lot, and still hold the whole lot. The lot granted to Whipple was part of the lot he originally occupied and part of another lot. They increased the frontage to compensate him for what the Company took off the rear of the lot for railway purposes.

To Mr. Gannaway—Never claimed a lot on the old Granville townsite, according to 3A map. Bought McInnes out before the date of Van Horne's first visit. The improvements on my lot were made in May or June, 1884. Saw them first about the first August, 1884. Have lived on the lot, by self or tenant, since December, 1885. Nuttall told me he took the duplicate receipt I got from McInnes to the Company's office, and left it there. If in the office, it was burned at the time of the fire.

HIRAM G. ONDERKIRK.

J. H. GILLESPIE, sworn—About the 1st of April, 1884, I looked over lots 10 and 11, in block 5, and lot 15, block 3, in old Granville townsite (map 3A). Went to the Government Office at New Westminster to purchase them. Was told they were out of the market. Ross refused to make an entry in the office. Believing there was a dispute as to ownership between the Dominion and Provincial Governments, I built on lots 10 and 11, block 5, small shacks, costing about \$50 each. Paid about \$30 clearing around the houses. After that build a private residence on lot 15, block 3, which cost about \$1,200. In 1885 attended a Committee of Inquiry of the Legislature. I told the Committee I build on the lots for my own accommodation and was willing to pay the Government price for them. Mr. Smithe, who was in the committee room, told me to come to the Lands and Works Office the next day and sign the declaration, which I did. Mr. Smithe said that an office would be opened at Victoria or Granville so that squatters could pay for their lots and get the deeds for them. I signed the declaration next day and went back to the Inlet. Some months elapsed and I went to the Railway Office about the lots and they refused to recognize me. I came to Victoria and saw Mr. Gore, but he said he could not do anything. Met Smithe in Granville at the C. P. R. Office. The maps were all spread on the table, and I told Smithe I wanted the lots, and was ready to pay for them. Hamilton said he could not act on the lots just then, as Abbott was not there. Told Smithe I was out a good deal of money, and I depended on him as an officer and a man of honour to carry out his promise to me. He told me to be patient, I would get the lots. I wrote Mr. Smithe and got this letter:—

LANDS AND WORKS DEPARTMENT,

VICTORIA, B. C., Oct. 15th, 1886.

SIR,—I have the honour to acknowledge the receipt of your communication respecting your claim to lots at Granville, and in reply to state that I am communicating with the Canadian Pacific Railway Company upon the subject of the Granville squatters' claims generally.

I have, &c.,

(Signed) WM. SMITHE,

Chief Commissioner of Lands and Works.

J. H. Gillespie, Esq., Vancouver, B. C.

WITNESS—I failed in business, and there were notes of mine in the bank endorsed by Geo. Black and W. B. Townsend. To secure them I gave Geo. Black a bond to convey lot 15, block 3, ten days after I should get the Crown grant of the lots. I also gave them a bill of sale of the house and the movable property on the lot, reserving a privilege to redeem. Have not received the Crown grant for the lots. I have spent altogether on the lots, and what I lost through the fire, about \$4,000. A. Gilmore told me that he and Smithe were on the lots, and Smithe told him the lots were all right. Gilmore said he would give me \$1,000, and would pay \$250 down and the balance when he got the deed of the lots. I told him it was a sacrifice, but that I could not avoid it, and would let him have it. He went to Mr. Innis, who wrote out the agreement. I signed it, and he paid me \$250—a cheque. Gilmore went to Hamilton, who ignored my right, and Gilmore, I believe, paid him \$2,500 for 25 feet of it. I went to Gilmore and told him he had done wrong to pay the money. He said his lawyers (Drake, Jackson & Helmcken) advised him to do it. I told him, give me back my lot and I'll give you back your money. He replied that if I would give him the \$2,500 he had paid the Company, and the \$250 he had paid me, I could have the lots. I look to this Committee to place me in possession of the half of the lot which the Company withheld from Gilmore. Believe the lots 10 and 11, block 5, are worth \$26,000 now. Gilmore never paid me the balance due me on the lot—\$750. Hamilton discouraged every man I wanted to work on the lot by saying that the lot was the Company's, and I would never get it. Finally I parted with my right to it for \$370. It had cost me about \$500. My contention is that I have been swindled

out of lots 10 and 11. I have given a bond to convey lot 15, block 3, to Geo. Black. I was unable to lease the lots to any one, because I was not able, financially, to secure the tenant against loss if I failed to get a title.

To Mr. Walls—I employed men to erect a house for Mr. Orr on lot 13 or 14, block 5, map 3A, about March, 1884. It was a wilderness then, and so I am not sure of the lot, but think it was 14. The house cost \$35 or \$40. Hjorth built the house. Got my instructions from Orr, and paid him. If the lot was placed on a dividing line it was not so placed designedly. A portion of Water street was the only road made. It cost about \$100 each to take out many of the stumps on the townsite. The lots claimed by Ralston, Stewart, Hjorth, Byram, Hayden, Angus, Miller, Jacklin and several others would be worth to clear properly \$1,000 each. A man occupied Orr's house. I rented it to a man for \$3 a month, but I never collected the rent. I saw Orr's fence pulled down by C. P. R. men. Think the fence was three boards high, with posts sunk in the ground.

To Mr. Gannaway—Sold all my interest in lot 11, block 5, to Gilmore. If he got the deed he was to pay me the balance, \$750. I did not guarantee the title. He ignored me altogether afterwards. The agreement was in writing. I was very angry with him for compromising with the Company. Don't think I guaranteed the title to Gilmore. He only paid me \$250, and went and compromised with the Company. I have not released Gilmore from paying me the \$750 either by word of mouth or otherwise.

To Mr. Higgins—I consider that Gilmore did not fulfil his agreement with me in compromising with the Company and ignoring my claim entirely. I still claim lot 11.

To Mr. McLeese—Would have given Gilmore back the \$250 if he had consulted me before he made the compromise.

To Mr. Gannaway—I lived on lot 15, block 3. The Company gave me no deed to it. They never gave me a deed to any lot. Black claimed the lot I conveyed to him, and I gave him an order on the C. P. R. to convey it to him. Do not know that he ever got the deed. Wrote the order in the C. P. R. office. Abbott told me that he would not recognize any claim to the lot (letter shown witness). I signed this:—

VANCOUVER, B. C., 6th October, 1886.

H. Abbott, Esq.,

General Superintendent, C. P. R. Co., B. C.:

DEAR SIR,—Be good enough to cause the deed from Sir D. A. Smith and R. B. Angus, Esq., for Lot 15, Block 3, Granville, to be made in name of George Black, of Hastings, hotel-keeper; and for so doing this shall be your sufficient authority.

Yours truly,

(Signed) J. H. GILLESPIE

Witness—

(Signed) JOHN LEASK.

WITNESS—Don't think I ever received the 16th part of a cent from Black for this lot. Don't know whether Black has got the deed of lot 15, block 3. I have never conveyed it to him. If he gets the lot from me he gets \$10,000 worth of property for \$1,800. Where Hamilton in his evidence says he conveyed the lot to me, he is mistaken. Don't think there were judgments against me at that time, and I did not make my claim over to Black at that time.

J. H. GILLESPIE.

The Committee then adjourned to meet at 10 A. M. on Thursday, 1st March.