

On December 14, shortly after my arrival back from up the coast, Mr. Riddell brought an amended agreement giving the same terms as on the agreement drawn up at this office with the exception that he desired to be allowed to assign the agreement to another party provided that he remain responsible to the owners. This agreement was signed and sealed by Mr. Riddell

On December 16 this Agreement was posted to Chief Cecil Mack at Toquaht requesting him to study and if found satisfactory sign and return. On December 18 Mr. Walters and Mr. Dickinson came into the office and gave me a letter drafted out and signed by all, except one, of the Voting members of the Toquaht Band instructing me to draw out an agreement accepting Mr. Walters and Dickinson's offer. This stood at this time at \$5.50 per thousand FBM for all grades and anything above \$35.00 would go to the Band. In my letter to the Chief, which was forwarded with the Riddell Agreement, I advised the Chief to advise by wire immediately if he did not approve of the Agreement. No reply was received regarding this Agreement and it was held in abeyance.

I advised Mr. Riddell of the offer received from Mr. Walters and Mr. Dickinson telling him that the Chief had his Contract down there for signature. Mr. Riddell flew down on December 26 interviewed the Chief of the Band offering an additional \$2.50 for all timber removed. He came back with his Agreement signed by the Chief and all, except one, of the voting members. On the 27th Mr. Riddell brought the Agreement to me and on the strength of the \$2.50 additional allowed for the timber it was considered that his proposition was a better one than offered by Walters and Dickinson. On the Strength of this I endorsed Mr. Riddell's copy of the Agreement.

Mr. Walters appeared later and advised that he was prepared to offer a better deal than agreed upon by himself at an earlier date. I took both Agreements to Mr. A.G. McCulloch, a local lawyer, to see if negotiations could again be opened. He advised that the Agreement which Mr. Riddell had in his possession would be binding as endorsed by me but the date of the signing of the Agreement was illegal. I contacted Mr. Riddell regarding this and advised that I would like to have all parties concerned meet at Toquaht and there come to a definite agreement. Mr. Riddell interviewed his lawyer and he in turn contacted me advising that the date, not being a Sunday, would be a legal date for signing of documents.

In view of Mr. Walters remark that he was prepared to make a lower offer it would appear to me that he considered Mr. Riddell's figures as lower than the offer made by him. This being the case I can hardly see how he comes to the conclusion that the Toquaht Band is losing out heavily by second contract being signed and approved except that in as much as that he is prepared to make a lower offer.

higher?

N.W. Garrard

N.W. Garrard,
Superintendent
Indian Agency.

NWG/yv

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