

Names of the leaders who during these initial three years staked more than 20,000 acres here follow in alphabetical order:

Acreage staked before		Acreage staked before	
Agent employed—	Dec. 31, 1910	Agent employed—	Dec. 31, 1910
F. B. Allard .....	45,000	W. McKirdy .....	40,800
O. B. Allan .....	25,600	D. D. McPhail .....	58,000
Jno. Wm. Allan .....	22,400	Jno. D. Nelson .....	25,800
Geo. E. Bowes .....	58,800	Jas. H. Pettry .....	92,800
Eugene Croteau .....	34,000	Arthur Robertson .....	50,000
S. P. Dunlevy .....	22,000	Jas. Shepherd .....	64,400
Hans P. Gellstadt .....	90,000	Jas. W. Smith .....	32,000
Mat Haller .....	35,000	Allan Stewart .....	22,240
W. R. Harrison .....	67,300	B. L. Tingley .....	42,400
W. H. Harrison .....	35,200	C. H. Walker .....	21,000
A. E. Johnston .....	25,000	H. L. Walters .....	31,900
Fred C. Johnston .....	25,700	Frank Watson .....	74,800
F. C. Jones .....	22,500	Jas. E. Wood .....	48,000
Chas. E. Mahon .....	28,000		
W. Hay Meikle .....	59,380	Sub total for 30 "stakers" .....	1,282,820
Robt. Macdonald .....	32,000	Bal. staked by others listed .....	991,740
Robt. McDonald .....	51,000		
		3 yrs. total for 117 stakers .....	2,274,560

That is 16% beyond the 1,953,490 acres which the 1914 B. C. Year Book on page 387, records as "purchased" during the years 1909, 1910 and 1911, which (allowing for "over-lappings") corresponds, because the "Sanction to purchase" is generally recorded next year.

## APPENDIX C

### SUPREME COURTS of CANADA and B. C. DECLARE Such "STAKING" of LAND by "POWERS OF ATTORNEY" ILLEGAL

Supreme Court of Canada  
(Vol. XLVIII, Page 558)

1913—\*Oct. 28, 29, \*Nov. 3.

James H. Brownlee (Plaintiff) Appilant; and Harry McIntosh (Defendant), Respondent.

B., who laid out and inspected Crown lands as a government surveyor, furnished information to the defendant and an associate which enabled them to secure choice locations, comprising over 7,000 acres of these lands, in the names of a number of persons nominated by them and employed as "stakers." Subsequently B. assisted in the disposal of the lands thus secured to innocent purchasers under an arrangement with the defendant and his associate that he was to participate in any profits which should be obtained on such sales. In an action by B. to recover compensation for the services he had rendered in regard to these sales:—

Held, that the circumstances disclosed a scheme concocted in opposition to the policy of the British Columbia "Land Act," and in violation of its provisions respecting the disposal of Crown Lands; consequently, the agreement, being tainted with the character of the scheme, ought not to be enforced by the courts.

**Mr. Justice Duff, in giving judgment, records these vital facts:**

"The plaintiff bases his claim upon a contract which he alleges he entered into with the defendant and his associate Garaham in the spring of 1911, by which they agreed that if the plaintiff would assist them in selling certain lands in respect of which they then had a contract of purchase with the British Columbia government they would remunerate him. The land in question comprises about 7,000 acres in the northern part of British Columbia. These lands had been surveyed by the plaintiff under contract with the government. In the preceding autumn the plaintiff, acting for the defendant and his associate, had applied for the purchase of the lands in the names of different persons—there were ten or twelve parcels in all—nominated by them; and the applications having been accepted he had procured