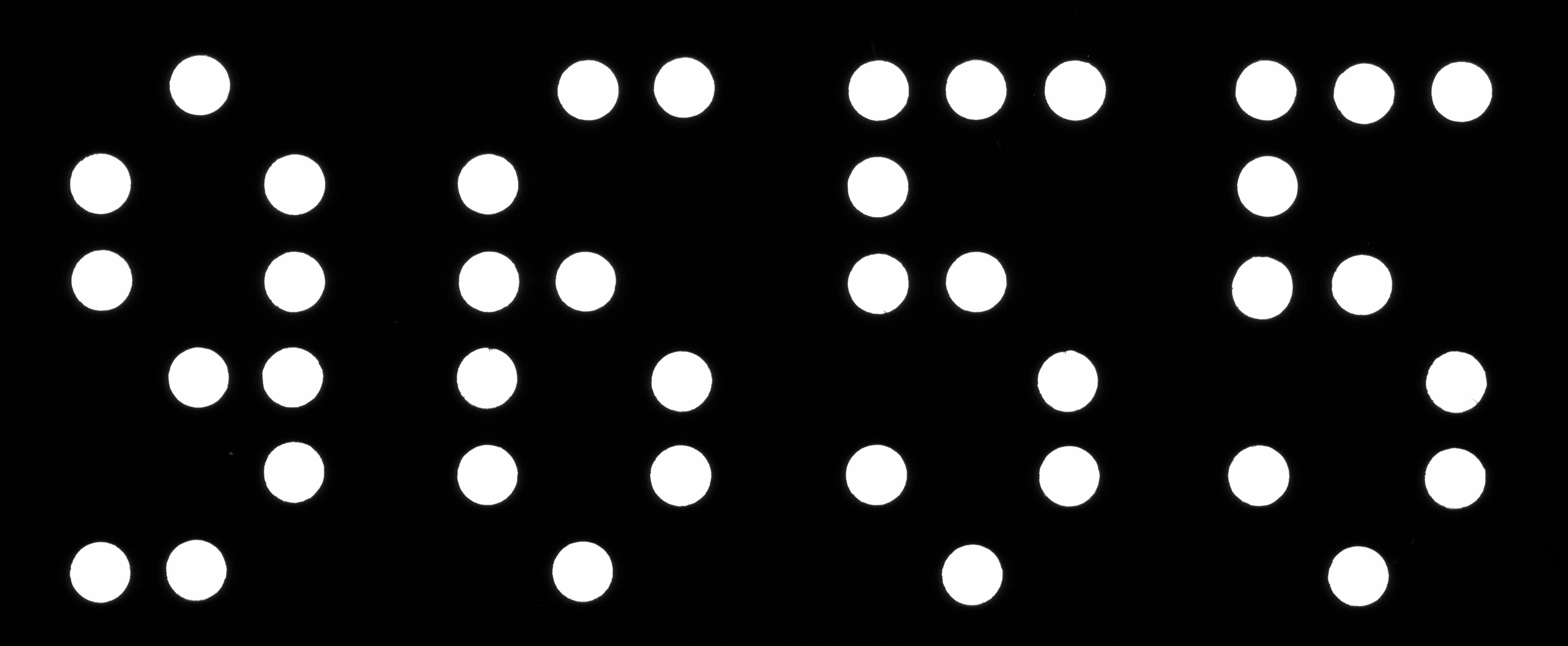

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Indian Affairs
Central Registry Files, 1874-1959

File (RG 10, Volume 8090)

987/32-4-2-2	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LANDS ON THE MUSQUEAM RESERVE 2 TO SOME CHINESE PEOPLE. (MUSQUEAM BAND).	1926-1933
987/32-4-2-2	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LANDS ON THE MUSQUEAM RESERVE 2 TO SOME CHINESE PEOPLE (MUSQUEAM BAND).	1934-1941
987/32-4-2-2	4	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LANDS ON THE MUSQUEAM RESERVE 2 TO SOME CHINESE PEOPLE. (MUSQUEAM BAND).	1941-1945
987/32-5-2	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SECHELT RESERVE 2 (SECHELT BAND).	1907-1931

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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INDIAN COMMISSIONER
BRITISH COLUMBIA

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

13167-15

IN YOUR REPLY REFER TO
NO 30-14-1316.
ALSO TO DATE OF THIS LETTER

Mr Affairs

Department of Mines & Resources
Indian Affairs Branch
NOV 23 1942
REGISTERED

P.O. BOX 70
VANCOUVER, B.C. November 20, 1942.

AIR MAIL.

Dear Sir:

Your File 13167- 15 B

Domestic Water Supply
Musqueam Indian Reserve.

As advised in my letter of October 6th, the above noted matter was discussed with the city officials at a conference on August 10th, when the Department's viewpoint as expressed in the Director's letter of June 6th was presented.

Mr. Ball and I were cordially received by Mr. McTaggart Corporation Counsel and the other representatives of the city delegated to confer with us. The discussion was carried on in a friendly, co-operative spirit throughout and, with a view to secure, if possible, a satisfactory solution of the problems involved.

In return for our co-operation in the matter of collection of taxes from non Indian lessees occupying the lands in question, I suggested that the city give favourable consideration to the following:

1- A substantial reduction in the taxation levy. (The present amount levied by the city in taxes being in excess of 25% of the total Indian income from the leases involved).

2- The extension of the following services to include the reserve,- Fire Protection, Road Improvements and Water Supply.

3- The extension of the city water main along Marine drive from the intersection of 41st Avenue and Marine Drive westerly to a point northerly from the Indian houses shown at "H" Section "B" of the plan accompanying the report on the "Proposed Water Supply System" for this reserve by G.H.Whyte, dated May 30,1940.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

The city officials promised to let me have a reply to these proposals in due course but, up to the moment, this has not been received. A letter from the city Treasurer's office, which to some extent is, no doubt, intended as the reply promised, reached this office on October 20th- a copy of which is attached - but as will be seen this mainly deals with item three(3) of the proposals submitted.

In discussing the matter of a complete report with Corporation Counsel McTaggart a few days ago, he promised that this would be provided before the end of the current week. However, I feel that no further delay should occur in making a decision with respect to this project, as if this work is to proceed and Indian labour employed, it is imperative that it be commenced at the earliest possible date.

If I recall correctly the reaction of the city officials to the proposals made might be briefly summarized as follows:

1- This matter would have to be brought by the lessees in the ordinary way before a Court of Revision.

2- (a) Fire protection would be available to the reserve in the same way as any other part of the city.

(b) Good Roads to the reserve boundaries are already in existence and, these will continue to be improved from time to time, but the city could not undertake responsibility for any roads inside private property.

(c) The city has already extended a water main to the easterly boundary of the reserve at 51st Avenue. Other extensions would be considered as necessity arose. Extensions, however, into the reserve - being private property - could not be undertaken by the city.

p.t.o.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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3- Consideration would be given to the proposed extension along Marine Drive but, the city would probably decide on a six (6") inch main instead of a two (2") inch in order to provide for future requirements.

If the city undertook the construction under item three (3) the costs to our Department of the proposed system would be reduced by, approximately, $800.00.

Referring to the attached letter dated October 19th from the city Treasurer it will be observed that the installation by the city of the main along Marine Drive would be contingent on the Department of Indian Affairs accepting responsibility for seeing that taxes and water rates are paid promptly by the tenants. The requirement with respect to the payment of water rates is one that could, no doubt, be met without much difficulty, but acceptance by the Department of responsibility in the matter of payment of taxes by lessees is another thing, and I fail to see what we could do in this respect without the consent of the Indian owners to deduct the taxes from their rentals. We could see to it, of course, in any new leases that payment of taxes annually in advance would be a condition under which the lease would be issued, but the most we could do in respect to taxes involving leases now in existence would be to encourage the lessee to pay his taxes or make the necessary deductions from the rentals on the written consent of the lessor.

Referring to the third paragraph of your letter of June 6th I would advise that insofar as I have been able to ascertain, the Chinese tenants have no intention whatever of giving up their leases. The statement that the taxes are almost as large as the rentals is not in accordance with the facts, the average taxation per acre being $7.28 as against an average rental of, approximately, $30.00 per acre.

It would not be helpful to interview the Chinese tenants as a group as suggested, such action on our part would only provide them with a first class opportunity to demand a reduction in the rentals whether there would be any justification for it or not. In my opinion the Chinese tenants should not be approached in this matter until there is definite evidence that dissatisfaction with the present terms exists and, as already stated, there is no indication of this at the present time.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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The able-bodied Indians of this reserve are fishermen and there would be no chance of interesting them in the operation of these lands themselves, and certainly not at a time when such attractive opportunities exist for making a living elsewhere and particularly in the fishing and lumbering industries.

There is nothing to indicate that the security for the re-payment of the loan for this project is any less now than at the time it was authorized in April last and, it seems to me that the work should proceed without further delay and I would so recommend.

In order to give the city of Vancouver ample opportunity to come to a definite decision with respect to the installation of the main along Marine Drive, I would suggest that work first proceed on Section "A" of the system as proposed by G.H. Whyte in his report hereinbefore referred to.

It would be appreciated if the Department could give the earliest possible consideration to this matter.

Yours faithfully,

/M.
Encl.

D. M. MacKay,
Indian Commissioner for B.C.

The Secretary,
Indian Affairs Branch,
Dept. of Mines & Resources,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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COPY.

LAW DEPARTMENT
CITY OF VANCOUVER.

VANCOUVER, B.C.
November 19th, 1942.

D. MacKay, Esq.,
Indian Commissioner for B.C.,
P.O.Box 70, Vancouver, B.C.

Dear Sir:

RE NON-INDIAN LESSEES ON MUSQUEAM INDIAN RESERVE

Confirming our recent conversation by 'phone regarding the above, I have to advise that the civic services to which these Non-Indian lessees are entitled, and are at present receiving, are the same as those supplied to the occupants of any other large unsubdivided parcel of land similarly located within the City. They are not measured by the amount of the taxes paid by the individual taxpayer, which amount is determined by the application of the current tax rate of so many mills on the dollar of assessed value of the land, plus 50% of the assessed value of the improvements which he occupies, as appraised by the City Assessment Commissioner, who, in accordance with the provisions of the City Charter makes an independent valuation each year for the purposes of taxation. Early in January, of each year the taxpayer receives a notice showing the valuation which it is proposed to put upon the parcel to be taxed, and

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

giving him an opportunity to object to same at a Court of Revision composed of the members of the City Council. After the assessment is confirmed by the Court of Revision, a by-law is passed setting the tax rate for the year and granting an exemption of fifty per cent. on the assessed value of the improvements.

Regarding the services available to the taxpayer, it will be readily understood that all of the local improvements such as pavements, cement walks, and ornamental street lighting, which are common in the business centre, are not to be found in the remote outlying districts of the City. It should also be noted that a taxpayer with two or three children who occupies an average home receives, in educational facilities alone, services to the value of many times the amount of his taxes, and I understand that this situation applies to several of the Chinese tenants on the Reserve. Good roads are provided up to the boundary of the Reserve, and water is at present being supplied to private services at two points. Police, fire, and other services are also available to the same extent as they are afforded to other comparable areas; but the City cannot undertake the installation of water-services within the boundaries of the Reserve, as the land has not been subdivided and there are no public streets or lanes.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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Mr. Christie of the Tax Office has asked me to include in this letter for your information the following particulars of the tax rate for the years 1939 to 1942, inclusive:

Year	Rate on the $.
1939	49.635 mills, less 4% rebate for payment by 3/8,1939.
1940	49.635 " " " " " " " 1940.
1941	50.000 " " " " " " " 1941.
1942	52.080 " " " " " " " 1942.

I trust the above may be useful to you. Any further information you may require will be cheerfully furnished if it is within my power to give it.

Yours truly,

" D.E.McTaggart"

DEM:DR. CORPORATION COUNSEL.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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13167-15

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO. 30-14-1408.
ALSO TO DATE OF THIS LETTER

Mr McEwen Anon

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C.

November 25, 1942.

AIR MAIL.

Department of Mines & Resources
Indian Affairs Branch
NOV 27 1942
REGISTERED

Your File 13167- 15 B

Domestic Water Supply
Musqueam Indian Reserve.

Dear Sir:

With further reference to your letter of June 6th, I beg to forward herewith a copy of a letter dated November 19th, from Mr. D.E.McTaggart, K.C., Corporation Counsel, relating to the above noted subject setting out the city's reaction to the proposals made by your officials at the conference with the city on August 10th.

There is nothing further, I feel, that I need add at the moment to my report of November 20th, which deals to some extent with the points referred to by Mr. McTaggart.

Yours faithfully,

/M.
Encl.

D. M. MacKay,
Indian Commissioner for B.C.

The Secretary,
Indian Affairs Branch,
Dept, of Mines & Resources,
Ottawa. Ont.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO 30-14-1993.
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C. December 31, 1942

AIR MAIL.

The Secretary, Indian Affairs Branch,
Dept. Mines & Resources, Ottawa, Ont.

Department of Mines & Resources
Indian Affairs Branch
JAN 2 1943
REGISTERED

Your File 13167- 15 B.

Domestic Water Supply
Musqueam Indian Reserve.

May I be advised, please, what action, if any, is contemplated in connection with the installation of the proposed Domestic Water Supply system for the above mentioned Reserve.

If the work is to be undertaken, and I think it highly desirable that it should be, it should proceed during the winter months while the Indians are available for the labor required.

I should appreciate information in connection with this matter, as the Indians concerned are urging that the project be commenced as soon as possible.

D. M. MacKay,
Indian Commissioner for B.C.

/M.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO. 30-14-2444
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

--13167-15

INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C.

February 2, 1943.

Department of Mines & Resources
Indian Affairs Branch
FEB 5 1943
REGISTERED

AIR MAIL

The Secretary, Indian Affairs Branch, Ottawa, Ontario.

Your File 13167-15 B.
Domestic Water Supply
Musqueam Indian Reserve.

May I be informed please if the Department intends to proceed in the near future with the above noted project? The Indians of this Reserve continue to enquire at this office regarding the matter and I should appreciate any information you are in a position to give on the subject in order that same may be passed on to them.

D.M. MacKay,
Indian Commissioner for B.C.

/KT

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

Copy sent to Indian Agent, Bell

File 15167-15
copy on file 31167-7

EXP

Ottawa, February 8, 1943.

Major D.M.MacKay, Indian Commissioner for B.C. Vancouver.

Re Musqueam Indian Reserve No.2
Water Supply

Your letters and reports regarding the above and Indian Agent Bell's letter of January 30th have been given consideration.

The particular matter that gave us difficulty was the suggestion in your conference with Vancouver that this Branch assume responsibility for the payment of taxes and water rates, and there is still confusion in our minds as to what understanding you reached with the City in this respect.

We appreciate, however, the desirability of getting a start made on this work without further delay. To that end we are prepared to authorize the installation of works required to furnish water to the Indian village at a cost in the neighbourhood of $1800.00 in accordance with Section A of Engineer Webb's report of May 30th, 1940. The cost of this installation will be met out of revolving fund so far as necessary after rental deductions at present credited to Musqueam Trust Fund #53 are exhausted, and necessary instructions will be issued to the Surveys and Engineering Branch to proceed with this stage of the installation as soon as conveniently possible.

With reference to the second stage of installation as recommended in Section B of Engineer Webb's report, such arrangements as it may be necessary to make with the City of Vancouver are also authorized and the work may be proceeded with subject to the condition that we are not asked to guarantee payment of taxes and water rates assessed against the tenants by the City of Vancouver. You may, however, go

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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so far with the city as to assure them that we will give them every assistance in our power to collect these taxes and rates, but we will be acting as collection agents for them only and will not assume responsibility for taxes and rates which we are unable to collect from the tenants.

In connection with the cost of these installations paid from revolving fund, it is to be understood that all costs incurred will be refunded by deductions from the annual rent roll of rented lands on Musqueam Reserve No.2, whether these collections be made from rentals alleged to belong to individual members of the Band or from the general funds of the Band should it be decided that the Reserve is in fact owned in common by all members of the Band.

Yours truly

Director

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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13167-15

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

AIR MAIL

Department of Mines
Ind. Affairs
MAR 2 1943
REGISTERED

416 Federal Building,
Vancouver, B. C.
March 1st 1943.

Indian Affairs Branch, Dept. of Mines & Resources, Ottawa:

re: File No.13167-15

I beg to acknowledge with thanks copy of your letter of the 8th ultimo to the Indian Commissioner advising that the Musqueam water system has been authorized, but so far the Engineering Branch here has received no word to proceed with the work. There are two important matters which must be taken into account, and which will not be apparent in Ottawa. First, the pipe will cross cultivated land leased to Chinamen. For two successive years they have arranged to leave the land to be used for burying the pipes uncropped, but this year, when we asked them to do the same thing, they will not believe we are going to do the work and are already setting out their vegetable plants.

Another point is that the Indians who will do the work will soon be leaving the Reserve for fishing; they usually leave early in April, leaving only the women, children and old people on the Reserve.

It is important that if the work is to be done, it be done immediately, and I am writing to enquire if the Engineering Branch can be authorized to carry on with it at once.

Fred G. Ball
Indian Agent.

B/DH.

1071-

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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copies on
16267-7
13167-15

March 4, 1943.

The Director,
Surveys and Engineering
Branch.

Re: Musqueam Indian Reserve No 2
Water Supply.

I would refer you to my memoranda of April 21st and June 13, 1942, regarding the furnishing of water to the Musqueam Indian Reserve No 2 by connecting up with the City of Vancouver's water mains, and to advise you that it has been decided to proceed with the work as outlined in Section A of Engineer Webb's report of May 30th, 1940.

In this connection I would say that we have advised Commissioner MacKay that your branch is being asked to undertake this work at the earliest possible date. We also informed Commissioner MacKay that the second stage of installation, namely Section B of Engineer Webb's report, will be proceeded with provided that he can arrange with the City of Vancouver that we will not have to guarantee payment of taxes and rates assessed against the tenants of the reserve by the City of Vancouver. The Indian Commissioner was advised that he might assure the city of our willingness to assist in every way in our power to collect the taxes and rates, but that we could not assume responsibility for taxes and rates which we might not be able to collect.

In your memorandum of June 10, 1942, you advised me that tenders for the materials required for both units of the scheme had been called for, but it will no doubt be necessary for you to call for new tenders. I would suggest that Engineer Webb be instructed by wire to get in touch with Indian Commissioner MacKay and secure the prices on the materials for the work called for in Section A of his report, and to discuss with him the arrangements which he was able to conclude regarding the question of taxes and rates. If satisfactory arrangements have been made with the City tenders for the second unit, namely Section B, may be called for and this work undertaken also.

I might add that we have just received a communication from Indian Agent Ball in which he points out the points out the need for the work being done at the earliest possible date, and states that the Chinese lessees of the reserve land are now setting out their vegetable plants, and as the pipe line, if laid, will have to cross the property rented to them, they should be advised what we intend to do. He also points out that the work should be done this month, if it is to be carried

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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out this spring, as the Indians will be leaving the reserve for their fishing grounds.

I note from your memorandum of June 10th, 1942, that applications have been made to the Provincial Department of Public Works for permission to lay the pipe line along Marine Drive and to the City of Vancouver for the installation of the two 1 - inch meters required. We have, in accordance with your request, signed the Application Forms and they are returned to you herewith.

I might add that the cost of the work will be paid from rentals collected from the Chinese tenants, and if these funds are not sufficient to cover the total cost of the work the balance of the expenditure will be met from the Revolving Fund.

I should appreciate it if you would advise me at the earliest possible date whether all the arrangements necessary can be completed and the orders placed and work undertaken.

As mentioned previously in this memorandum I would suggest that a telegram be sent to Mr. Webb giving him instructions to proceed with the first unit of the work, namely that outlined under Section A of his report. He might also be informed by wire that the work outlined in Section B will be undertaken if satisfactory arrangements with the City are made.

Director.

H.W.

T.R.L.M

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

13167-15

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO 30-14-2877
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF MAR 9 1943
MINES AND RESOURCES

Mines & Resources
REGISTERED

INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C. March 2, 1943.

Indian Affairs Branch, Dept. Mines & Resources, Ottawa, Ont.

Your File 13167-15

With reference to your letter of the 8th ultimo regarding the water supply for Musqueam Indian Reserve No. 2, I would recommend that the Dominion Water & Power Bureau be requested to undertake immediately the installation set out in section A of Engineer Whyte's report and on completion to proceed on Section B in consultation with me, by which time I will have had an opportunity of completing my discussion with the city of Vancouver regarding the proposal that they extend their water main along Marine Drive thereby saving this Department an approximate outlay of $800.00. Apparently the local office of the Dominion Water & Power Bureau has received no advice in the matter up to the present time.

It is regretted that my letter of November 20th last did not make clear to the Department the proposals regarding the collection of city taxes from lessees on this Reserve, but I would state definitely that I do not consider the Department should be required to guarantee payment of these taxes and have so advised the city officials. However, I do consider that we could exercise as much pressure as is possible on the lessees to meet these obligations and that as the leases come up for renewal to provide for the payment of these taxes in advance. My impression is that this is understood by the city and agreeable to them. There is no complication regarding the payment of the water rates that would be assized after the installation of this system as these would be paid from the funds of the band.

D.M. MacKay,
Indian Commissioner for B.C.

:KT

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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March 12, 1943.

The Director,
Surveys and Engineering Branch.

With further reference to my memorandum of March 10, I enclose herewith copy of a letter which has just been received from Indian Commissioner Manley regarding the Musqueam water supply.

You will note that the Indian Commissioner recommends that on completion of Section A of the work Section B should be undertaken, on consultation with him, as by that time he expects to complete his discussions with the City of Vancouver officials.

A further sum will be advanced to your branch for Section B of the work as soon as it is required and the amount needed is determined. You will note that there seems to be a possibility that the City will extend its water main along Marine Drive, in which event the department will save $800.00.

H.W.

T.R.L.M

Director.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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March 18, 1943.

Major D. M. MacKay, Indian Commissioner, Vancouver, B.C.

I have your letter of March 2nd regarding the Musqueam water supply and in reply would say that instructions had already been given to the Surveys and Engineering Branch to proceed with Section A of the work before your letter was received, and an advance of $2,000 was forwarded to the aforesaid branch to enable them to proceed with the work.

They were also instructed to get in touch with you regarding the second stage of the work, Section B, and on receipt of your letter of March 2nd. a copy of it was sent to the Surveys and Engineering Branch. That branch was asked to ascertain the cost of Section B of the work, after consulting with you, and to let us know what further advance would be required to enable them to proceed with this portion of the work, when satisfactory arrangements had been completed.

T.R.L.M

Yours

Director.

E.W.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 3rd day of April 1943 A.D. between Mrs. Amanda Johnny (or Joseph) Sue On, of the Musqueam Band, of the first part, and
whose city address is: 256 E. Georgia St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----- Thirty-five Dollars ($35.00) per acre------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 1943
$26.25 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Peters | J. Agnes Point (Chief) for Party of 1st part
Doreen Peters | Sue On
Party of 2nd part

Permit No. 1

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 3rd day of April 1943 A.D. between Alex Peters Indian of the Musqueam Band, of the first part, and Sue On whose city address is: 256 E. Georgia St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to four & one-half 4½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 78.75 on or before Apr.1st 19 43
$ 78.75 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas ..... J. Arthur Point ..... for Party of 1st part

Doreen Heelas ..... Sue On ..... Party of 2nd part

Permit No. 2

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 3rd day of April 1943 A.D. between Alex Peters, Sr. Indian of the Musqueam Band, of the first part, and Sue On whose city address is: 256 E. Georgia St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to---one---- (1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 1943
$17.50 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Keeler | James Point for Party of 1st part

Doreen Keeler | Sue On Party of 2nd part

Permit No. 3

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 3rd day of April 1943 A.D. between Alex Peters, Sr. Indian of the Musqueam Band, of the first part, and Sue On whose city address is: 256 E. Georgia St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Twenty Dollars ($20.00) per acre-------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 15.00 on or before Apr.1st 1943
$ 15.00 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | James Point for Party of 1st part

Doreen Heelas | Sue On Party of 2nd part

Permit No. 4

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 3rd day of April 1943 A.D. between Henry V. Louie Indian of the Musqueam Band, of the first part, and Sue On whose city address is: 256 E. Georgia St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---Two ----- 2 acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before Apr.1st 1943
$ 35.00 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Dee Cas ..... James Point
for Party of 1st part

Doreen Dee Cas ..... Sue On
Party of 2nd part

Permit No. 5

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 3rd day of April 1943 A.D. between Stephen August Indian of the Musqueam Band, of the first part, and Sue On whose city address is: 256 E. Georgia St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to----One-quarter 1/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Forty Dollars ($40.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$5.00 on or before Apr.1st 19 43
5.00 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Bellas — James Point for Party of 1st part

Doreen Bellas — Sue On Party of 2nd part

Permit No. 8

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 3rd day of April 1943 A.D.
between Seymour Grant Indian of the Musqueam Band, of
the first part, and Sue On
whose city address is: 256 E. Georgia St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one-quarter (1/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Forty Dollars ($40.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 5.00 on or before Apr.1st 1943
5.00 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the [illegible] day first above mentioned.

WITNESSES to both signatures

James Point for Party of 1st part

Doreen Della

Sueon
Party of 2nd part

Permit No. 7

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 2nd day of April 1943 A.D. between Henry V. Louie Indian of the Musqueam Band, of the first part, and Hong Kong Co. (Low Chewn) whose city address is: 255 E. Georgia St., Vancouver. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to 1.32 acres ( ) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$23.10 on or before Apr.1st 1943
$23.10 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESS to both signatures

Doreen Dickson

James Prest for Party of 1st part

Lawrence Chum
Party of 2nd part

Permit No. 8

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 2nd day of April 1943 A.D. between Mrs. Andrew Charles Indian of the Musqueam Band, of the first part, and Hong Kong Co. (Low Chewn) whose city address is: 255 E. Georgia, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---2.10 -----) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 36.75 on or before Apr.1st 19 43
$ 35.75 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES to both
Signatures ..... James Point
Party of 1st part
Doreen Peelas ..... Lawrence [illegible]
Party of 2nd part

Permit No. 9

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 2nd day of April 1943 A.D.
between Cornelius Johnny Indian of the Musqueam Band, of
the first part, and Hong Kong Co (Low Chewn)
whose city address is: 255 E. Georgia, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----3.6 ------) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$63.00 on or before Apr.1st 1943
$63.00 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Deelas ..... James Point for ..... Party of 1st part

Doreen Deelas ..... Low Chew ..... Party of 2nd part

Permit No. 10

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D. between Mrs. Madeline Johnny Indian of the Musqueam Band, of the first part, and Man Lee Company Estate (Kok Kow) whose city address is: 740 Gore Ave., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----four ------ 4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five dollars ($35.00) ---- per acre

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$70.00 on or before Apr.1st 1943
$70.00 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hales
Doreen Hales

James Point for Party of 1st part
Kok Kow
Party of 2nd part

Permit No. 11

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D. between Mrs. Celestine Roberts Indian of the Musqueam Band, of the first part, and Man Lee Co. (Kok Kow) whose city address is: 740 Gore Ave., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One -------- (1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---- Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 1943
$17.50 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hellas ..... Joseph Point for Party of 1st part

Doreen Hellas ..... Kok Kow Party of 2nd part

Permit No. 12

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 7th day of April 1943 A.D.
between Joe Gabriel Indian of the Musqueam Band, of
the first part, and Lai Nam Chow
whose city address is: 331 E. Georgia, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to 2½ acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. **ONLY** as follows:

$43.75 on or before Apr.1st 1943
$43.75 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hodges — James Point for Party of 1st part

Doreen Hodges — Lai Nam Chow Party of 2nd part

Permit No. 13

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

Poor copy

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 2nd day of April 1943 A.D. between Andrew Charles Indian of the Musqueam Band, of the first part, and Chow Chee, whose city address is: 252 Carrall St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----five------ 5) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Forty-five Dollars per acre & use of house at $25.00 per annum ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 125.00 on or before Apr.1st 19 43
$ 125.00 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Beelas ..... James Point ..... Party of 1st part

Doreen Beelas ..... Chow Chee ..... Party of 2nd part

Permit No. 14

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 15th day of February 1943 A.D. between Mrs.M.Johnny Estate Indian of the Musqueam Band, of the first part, and Yip Joe, Chan Joe, Ralph Joe & Frank Joe, whose city address is: 15 W. Pender St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---Five---- 5) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$87.50 on or before Apr.1st 1943
$87.50 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas
Doreen Heelas
as to all signatures

James Point
for Party of 1st part

Party of 2nd part

Chan Joe
Ralph Joe
Frank Joe

Permit No. 15...

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 15th day of February 1943 A.D. between Seymour Grant & Stephen August Indian of the Musqueam Band, of the first part, and Yip Joe, Chan Joe, Ralph Joe, Frank Joe whose city address is: 15 W. Pender St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to---one-quarter-- 1/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----~~Thirty-five~~ Fifteen Dollars ($15.00) per ~~year~~ annum ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$7.50 on or before Apr.1st 19 43
$7.50 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hellat
Doreen Hellat as to his signature

James Point
Party of 1st part

Joe Yip
Party of 2nd part

Chan Joe
Ralph Joe
Frank Joe
per Joe

Permit No. 16

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 2nd day of April 1943 A.D. between Patrick Johnny Indian of the Musqueam Band, of the first part, and Chow Sai Wan whose city address is: 525 Carrall St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---Six - 1/4 (6¼) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Two Hundred & Eighteen Dollars & 75 cents ($218.75) ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$109.38 on or before Apr.1st 1943
$109.37 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas
James Point for Party of 1st part

Doreen Heelas
Chow Sai Wan
Party of 2nd part

Permit No. 17

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 2nd day of April 1943 A.D. between Mrs. Andrew Charles Indian of the Musqueam Band, of the first part, and Chow Sai Wan whose city address is: 525 Carrall St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to -----two ------ 2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before Apr.1st 1943
$ 35.00 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | James Point for Party of 1st part

Doreen Heelas | Chow Sai Wan Party of 2nd part

Permit No. 18

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 6th day of May 1943 A.D.
between Seymour Grant Indian of the Musqueam Band, of
the first part, and Lung Fat, of 31 E. Pender St., Vancouver B.C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 ~~amounting to~~ one and three quarters (1¾) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----THIRTY-FIVE DOLLARS ($35.00) per acre ------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

30.63 on or before Apr.1st 19 43
30.62 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen McCa | James Point for Party of 1st part

Doreen McCa | Lung Fat Party of 2nd part

Permit No. 19

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 6th day of May 1943 A.D.
between Stephen August Indian of the Musqueam Band, of
the first part, and Lung Fat,
whose city address is: 31 E. Pender St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 ~~amounting to 11~~ one & ~~one~~ quarter acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to Indian Affairs Branch, on behalf of the party of the first part,

----THIRTY-FIVE DOLLARS ($35.00) per acre------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 30. 62 on or before Apr.1st 1943
$ 30. 63 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Kellas — James Point for Party of 1st part

Doreen Kellas — Lung Fat
Party of 2nd part

Permit No. 20

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 3rd day of April 1943 A.D. between Joe Gabriel Indian of the Musqueam Band, of the first part, and Chow Jung whose city address is: 331 E. Georgia St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Three & one-half (3½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, [illegible]:

----Thirty-five Dollars ($35.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 61.25 on or before Apr.1st 1943
$ 61.25 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hellas ..... James Point for Party of 1st part

Doreen Hellas ..... Chow Jung Party of 2nd part

Permit No. 21

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 3rd day of April 1943 A.D. between Joe Gabriel Indian of the Musqueam Band, of the first part, and Chow Yuen whose city address is: 331 E. Georgia, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half(1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25 on or before Nov.1st 19 43
$ 26.25 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day first above mentioned.

WITNESSES

Doreen Dee Cas } James Point for Party of 1st part

Doreen Dee Cas } Chow Yuen Party of 2nd part

Permit No. 22

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

KODAK SAFETY

AGRE[illegible]

THIS AGREEMENT made this 28th day of April 1943 A.D.
between Frank Charlie Indian of the Musqueam Band, of
the first part, and Lee Sing Yuen
whose city address is: 541 Carrall St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ~~Three~~ 3 acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) ------per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 52.50 on or before Apr.1st 19 43
$ 52.50 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Keelas ..... J. Boyce Point .....
for Party of 1st part

Doreen Keelas ..... Lee Sing Yuen .....
Party of 2nd part

Permit No. 23

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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FILM

AGREEMENT

THIS AGREEMENT made this 28th day of April 1943 A.D.
between Mrs. T. Cole, Sr. Indian of the Musqueam Band, of
the first part, and Lee Sing Yuen,
whose city address is: 541 Carrall St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to 2 acres more or less; for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr.1st 1943
$35.00 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said premises upon the expiration of this permit and that he will immediately vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Kelas

Doreen Kelas

James Point
for Party of 1st part

Lee Sing Yuen
Party of 2nd part

Permit No. 24

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 28th day of April 1943 A.D.
between Estate of Madeline Johnny Indian of the Musqueam Band, of
the first part, and Lee Sing Yuen
whose city address is: 541 Carrall St., Vancouver, B. C.,
of the second part:

WITNESSETH that the party of the first part shall surrender
to the Indian Affairs Branch a portion of Musqueam Indian Reserve
No. 2 amounting (1½) acres more or less, for the
purpose of granting by the Indian Affairs Branch to the said
party of the second part a permit to occupy and cultivate the said
portion of Musqueam Indian Reserve for a period of one year from
April 1 1943 to December 31st 1943 on a rental to be paid by
the second part to the Indian Affairs Branch, on behalf
of the party of the first part, amounting to:

--Thirty-five Dollars ($35.00) per acre------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 1943
$26.25 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Stelas

Doreen Stelas

James Point
for Party of 1st part

Lee Sing Yuen
Party of 2nd part

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGRE

THIS AGREEMENT made this 28th day of April 1943 A.D.
between Alex Peters, Sr., Indian of the Musqueam Band, of
the first part, and Lee Sing Yuen, 541 Carrall St., Vancouver, B.C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---One----- 1 acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars($35.00)per acre & $20.00 per annum for use of house

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$27.50 on or before Apr.1st 19 43
$27.50 " " Oct.1st 19 43

2. It is understood and agreed by the portion hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Lee Cas | James Point for Party of 1st part
Doreen Lee Cas | Lee Sing Yuen
Party of 2nd part

Permit No. 26

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGR[illegible]

THIS AGREEMENT made this 28th day of April 1943 A.D.
between ~~Davison~~ Dan Indian of the Musqueam Band, of
~~the first~~ part, and Lee Sing Yuen
whose city address is: 541 Carrall St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs ~~Branch~~ a portion of Musqueam Indian Reserve No.2 amounting to ---Two----- 2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00)per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before Apr.1st 1943
$ 35.00 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hee Cas ..... James Point
for Party of 1st part

Doreen Hee Cas ..... Lee Sing Yuen
Party of 2nd part

Permit No. 97

$1.00

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

Poor copy

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 28th day of April 1943 A.D.
between ~~Peter Sam~~ Indian of the Musqueam Band, of the first part, and Lee Sing Yuen, 541 Carrall St., Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to---two------ (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before April 1st 1943
$35.00 " " October 1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas ..... James Point
for Party of 1st part

Doreen Heelas ..... Lee Sing Yuen
Party of 2nd part

Permit No. 28

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 28th day of April 1943 A.D. between ~~Edward~~ Sparrow Indian of the Musqueam Band, of the first part, and Lee Sing Yuen, 541 Carrall St., Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that ~~the party~~ of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to ---Two------ (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part,

---Thirty-five Dollars ($35.00) per acre---------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr. 1st 1943
$35.00 " " Oct. 1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas ..... James Point for Party of 1st part

Doreen Heelas ..... Lee Sing Yuen
Party of 2nd part

Permit No. 29

101

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

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AGRE

THIS AGREEMENT made this 28th day of April 1943 A.D.
between Grant Indian of the Musqueam Band, of
first part, and Lee Sing Yuen,
whose city address is: 541 Carrall St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---Two ---- (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before Apr.1st 1943
$ 35.00 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas ..... James Point
Party of 1st part

Doreen Heelas ..... Lee Sing Yuen
Party of 2nd part

Permit No. 30

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

Formerly Mrs.Charlie's land.

AGREEMENT

THIS AGREEMENT made this 28th day of April 1943 A.D.
between Alex Peters Sr. of the Musqueam Band, of the first part, and Lee Sing Yuen,
whose city address is: 541 Carrall St. Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----one------ (1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 1943
$17.50 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — James Point for Party of 1st part

Doreen Heelas — Lee Sing Yuen
Party of 2nd part

Permit No. 31

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

Formerly Mrs. Charlie's land

AGREEMENT

THIS AGREEMENT made this 28th day of April 1943 A.D.
between Mrs. Amanda Johnny Indian of the Musqueam Band, of the first part, and Lee Sing Yuen, 541 Carrall St., Vancouver, B.C. whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One ----- (1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 1943
$17.50 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the [illegible] day first above mentioned.

WITNESSES

Doreen Heelas ..... James Point for Party of 1st part

Doreen Heelas ..... Lee Sing Yuen ..... Party of 2nd part

Permit No. 32

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 28th day of April 1943 A.D.
between Revere of Chief Stogan Indian of the Musqueam Band, of the first part, and Lee Sing Yuen,
whose city address is: 541 Carrall St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---One ----- (1) acre more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 1943
$17.50 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Keelas ..... James Point ..... for Party of 1st part

Doreen Keelas ..... Lee Sing Yuen ..... Party of 2nd part

Permit No. 33

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 7th day of April 1943 A.D.
between Stephen August Indian of the Musqueam Band, of
the first part, and Sam Lee
whose city address is: 541 Carr 11 St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one and one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 1943
$26.25 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Deeles ..... James Point
for Party of 1st part

Doreen Deeles ..... Sam Lee
Party of 2nd part

Permit No. 34

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGRE[illegible]

THIS AGREEMENT made this 7th day of April 1943 A.D.
[illegible] Grant Indian of the Musqueam Band, of the first part, and Sam Lee
whose city address is: 541 Carrall St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to --One & one-half 1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 1943
$26.25 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Dellas ..... James Point
for Party of 1st part

Doreen Dellas ..... Sam Lee
Party of 2nd part

Permit No. 35

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGRE

THIS AGREEMENT made this 4th day of May 1943 A.D.
between HENRY V. LOUIE Indian of the Musqueam Band, of
the first part, and Dei Hong Co. 174 E. Pender St., Vancouver, B. C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---Two------ (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

--Seventy-eight dollars & 75¢ -------- ($78.75)-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$39.38 on or before Apr.1st 1943
$39.37 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Deelas ..... James Point for ..... Party of 1st part

Doreen Deelas ..... Dei Hong ..... Party of 2nd part

Permit No. 36

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of May 1943 A.D. between Kenny Peters, Sr. Indian of the Musqueam Band, of the first part, and Dei Hong Co. whose city address is: 174 East Pender St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to --- one ----(1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars $35.00) --------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 19 43
$17.50 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen McCas ..... James Point ..... for Party of 1st part

Doreen McCas ..... Dei Hong ..... Party of 2nd part

Permit No. 37

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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CANADA

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AGR

THIS AGREEMENT made this ~~first~~ 8th day of April 1943 A.D.
between Seymour Grant Indian of the Musqueam Band, of
the first part, and Joe Hip
whose city address is: 341 Keefer St., Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Five -------- 5) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---One Hundred & Seventy-five Dollars ($175.00) per annum-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 87.50 on or before Apr.1st 19 43
$ 87.50 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Dillas ..... James Point for Party of 1st part

Doreen Dillas ..... Joe Hip (Joe Hip)
Party of 2nd part

Permit No. 38

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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AGREEMENT

THIS AGREEMENT made this 27th day of January A.D. 1943 between Chief Jack Stogan Estate Indian of the Musqueam Band, of the first part, and Joe SUEY & Wm. C. WING whose city address is: 341 E. Keefer St., Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2, amounting to ----two (2)------ acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre------

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00	on or before	April 1st 1943
" 35.00	"	" Oct. 1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas ..... James Point .....
Party of 1st part

..... Joe Suey .....
Party of 2nd part

W. C. Wing

Permit No. 39

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 27th day of January A.D. 1943 between Frank Charlie Indian of the Musqueam Band, of the first part, and Joe Suey & Wm. C. Wing whose city address is: 341 E. Keefer St., Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to------One and one-half (1½) acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Fifty-two Dollars & Fifty Cents ($52.50) per annum-----

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25	on or before April 1st 1943
" 26.25	" " Oct. 1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Joseph Heelas

Party of 1st part

Joe Suey

Party of 2nd part

W. C. Wing

Permit No. 40

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

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AGREEMENT

THIS AGREEMENT made this 27th day of January A.D. 1943 between Edward Sparrow Indian of the Musqueam Band, of the first part, and Joe Suey & Wm. C. WING. whose city address is: 341 E. Keefer, St. Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to ---THREE (3) -------- acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$52.50 on or before April 1st 19 43
"52.50 " " Oct. 1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Dalas

James Point
for Party of 1st part

Joe Suey

Party of 2nd part

W C Wing

Permit No. 41

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 2nd day of April 1943 A.D. between Mrs. Amanda Johnny Indian of the Musqueam Band, of the first part, and Leslie Chan whose city address is: 341 Keefer St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to one & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 1943 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Fifty-two Dollars & Fifty Cents ($52.50) per annum ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr. 1st 19 43
$26.25 " " Oct. 1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Neclas ..... James Point for Party of 1st part

Doreen Neclas ..... Leslie Chan Party of 2nd part

Permit No. 43

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

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AGREEMENT

THIS AGREEMENT made this 2nd day of April 1943 A.D. between Christopher Guerin [illegible] the Musqueam Band, of the first part, and Leslie Chan, whose city address is: 341 Keefer St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Two and 3/4 (2¾) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1943 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$48.13 on or before Apr.1st 1943
$48.12 " " Oct.1st 1943

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas ..... James Point ..... for Party of 1st part

Doreen Heelas ..... Leslie Chan ..... Party of 2nd part

Permit No. 42.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 2nd [illegible] April 1943 A.D. between Alex Peters, Sr. [illegible] Musqueam Band, of the first part, and Leslie Chan, whose city address is: 341 Keefer, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One and one-half (1½ acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 43 to December 31st 19 43 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

Fifty-two Dollars & Fifty Cents ($52.50) ----
Re----~~[illegible]~~ per annum ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25 on or before Apr.1st 19 43
$ 26.25 " " Oct.1st 19 43

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hee Cas ..... James Point
for Party of 1st part

Doreen Hee Cas ..... Leslie Chan
Party of 2nd part

Permit No. 4.4.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

13167 - 15

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
May 15th, 1943.

Department of Mines & Resources
Indian Affairs Branch
MAY 19 1943
RECEIVED

Indian Affairs Branch, Ottawa.

re: Chinese Permits-Musqueam Reserve.

I enclose herewith permits for 1943 covering the land leased to Chinese on Musqueam Indian Reserve No.2.

These are much the same as last year, with the exception of one acreage being reduced from 5 to 3½ acres upon re-measurement, and the fact that there are a few changes among the Chinamen. Some of them have left the Reserve and their places have been taken by others. The rentals have all been paid, and are being forwarded today.

I respectfully request that these permits be approved.

Fred A. Boyce
Indian Agent.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

Mr McGuigan

N.B. These permits, and the rentals, are being sent by air mail because the Indians will be leaving the Reserve for the fishing grounds about the first of June, and would like to receive their cheques before they go, to purchase gear, food, etc. for the trip north. They will be away for some months.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

Location	Permittee	Land Area	Rental
Mrs. T. Cole, Sr.	Lee Sing Tuen	2 acres	$ 70.00
Estate Madeline Johnny	Lee Sing Tuen	1½ "	52.50
Alex Peters, Sr.	Lee Sing Tuen	1 acre	35.00
Nelson Dan	Lee Sing Tuen	2 acres	70.00
Daniel Dan	Lee Sing Tuen	2 "	70.00
Edward Sparrow	Lee Sing Tuen	2 "	70.00
Sammy Grant	Lee Sing Tuen	2 "	70.00
Alex Peters, Sr.	Lee Sing Tuen	1 acre	35.00
Mrs. Amanda Johnny	Lee Sing Tuen	1 "	35.00
Estate Chief Stogan	Lee Sing Tuen	1 "	35.00
Stephen August	Sam Lee	1½ acres	52.50
Seymour Grant	Sam Lee	1½ "	52.50
Henry V. Louie	Dei Hong Co.	2 "	78.75
Kenny Peters	Dei Hong Co.	1 acre	35.00
Seymour Grant	Joe Hip	5 acres	175.00
Jack Stogan Estate	Joe Suey & Wm. C. Wing	2 acres	70.00
Frank Charlie	Joe Suey & Wm. C. Wing	1½ "	52.50
Edward Sparrow	Joe Suey & Wm. C. Wing	3 "	105.00
Christopher Guerin	Leslie Chan	2¾ "	96.25
Mrs. Amanda Johnny	Leslie Chan	1½ "	52.50
Alex Peters, Sr.	Leslie Chan	1½ "	52.50

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

PERMITS 1943 MUSQUEAM RESERVE, B. C.

Locates	Permittee	Land Area	Rental
Mrs. Amanda Johnny	Sue On	1½ acres	$ 52.50
Alex Peters	Sue On	4½ "	157.50
Alex Peters, Sr.	Sue On	1 acre	35.00
Alex Peters, Sr.	Sue On	1½ acres	50.00
Henry V. Louie	Sue On	2 "	70.00
Stephen August	Sue On	¼ acre	10.00
Seymour Grant	Sue On	¼ "	10.00
Henry V. Louie	Hong Kong Co.	1.32 acres	46.20
Mrs. Andrew Charles	Hong Kong Co.	2.10 "	73.50
Cornelius Johnny	Hong Kong Co.	3.6 "	126.00
Mrs. Madeline Johnny Estate	Man Lee Co.	4 "	140.00
Mrs. Celestine Roberts	Man Lee Co.	1 acre	35.00
Joe Gabriel	Lai Nam Chow	2½ acres	87.50
Andrew Charles	Chow Chee	5 "	250.00
Mrs. M. Johnny Estate	Yip Joe et al	5 "	175.00
Seymour Grant & Stephen August	Yip Joe et al	¼ acre	15.00
Patrick Johnny	Chow Sai Wan	6¼ acres	218.75
Mrs. Andrew Charles	Chow Sai Wan	2 "	70.00
Seymour Grant	Lung Fat	1¾ "	61.25
Stephen August	Lung Fat	1¾ "	61.25
Joe Gabriel	Chow Jung	3½ "	122.50
Joe Gabriel	Chow Yuen	1½ "	52.50
Frank Charlie	Lee Sing Yuen	3 "	105.00

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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CANADA

15167-15

Ottawa, May 21, 1943.

F. J. C. Ball, Indian Agent, 416 Federal Building, Vancouver, B. C.

I wish to acknowledge receipt of your letter of May 15th, submitting for approval 44 permits to Chinese covering lands in the Musqueam Indian Reserve No. 2. These permits as set forth in list attached hereto are approved for the year ending December 31, 1943, and our records will be adjusted accordingly.

Director.

Leave General
21.5.43

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

(1) Pm accom

(2) The Deputy

(3) Treasury

TREASURY OFFICE
RECEIVED
MAY 24 1943
INDIAN AFFAIRS

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

13167-15
Account 115

Ottawa, May 25, 1943.

F. J. C. Ball, Esq., Indian Agent,
416 Federal Bldg., Vancouver, B. C.

Lum Chong,
Lease No. 404,
Musqueam Reserve # 2.

On reviewing the above mentioned lessee's account it is noted that he is in arrears of rental amounting to $200.00, which represents the instalment, amounting to $100.00, which became due and payable on October 1, 1942, and the instalment, also amounting to $100.00, which became due and payable on April 1, 1943.

It would be appreciated if you would communicate with this lessee and advise him that we will expect to receive his remittance in payment of this outstanding indebtedness by return mail.

L. W. McCutcheon,
Chief Treasury Officer.

KB/RN

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

13167-15

Acct. 115

Ottawa, September 28th, 1943.

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver,
BRITISH COLUMBIA.

Lum Chong,
Lease No.404,
Musqueam Reserve # 2.

We will appreciate having a reply to our letter of May 25th, last, in connection with the arrears of rental amounting to $200.00 on the above mentioned lease.

Yours truly,

L. W. McCutcheon
Chief Treasury Officer.

B/3

B.F. ~~15/11/43~~
~~N. 11. 44~~
~~N. 1. 44~~
~~N. 2. 44~~
~~N. 1. 44~~
~~N. 2. 44~~
~~N. 3. 44~~

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
OCT 18 1943
REGISTERED

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
October 4th 1943.

Chief Treasury Officer, Indian Affairs Branch, Ottawa.

re: File No.13167-15. Account No.115

Replying to your letters re collection of rent from Lum Chong, Chinese lessee of 10 acres on Musqueam I.R.No2, every effort has been made without success and the only thing I can see now is civil action.

Lum Chong gave up the land in disgust after spending considerable money in fertilizers of all kinds and getting no returns at all. There is no question about the loss he suffered and the land will never be suitable for truck farming in my opinion. Of course he is liable for the rental, there is no argument on that point.

I offered to have his rent reduced if he would continue on the place and he said he would not try it again if we gave it free. He is now farming on some leased land which he says he rents for $15.00 per acre, bue is still in debt from his losses on Musqueam Reserve. However, I presume collection could be made through legal action, if you will instruct me to proceed.

Fred G. Ball

Indian Agent.

B/DH.

Indian Affairs, (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

15167-15

Ottawa, October 16, 1943.

EX'D.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver, B.C.

I wish to refer to your letter of October 4th regarding arrears of rental owing by Lum Chong. The arrears amount to $500.00 as at October 1, 1943, and were we to take legal action to collect, it is just possible that the expense involved might be greater than the amount we would collect. The alternative would be to have the Band pass a resolution requesting cancellation of the lease.

Please discuss this matter with the Band Council and endeavour to have the resolution approved and forward it to this office in order that the cancellation proceedings may be completed.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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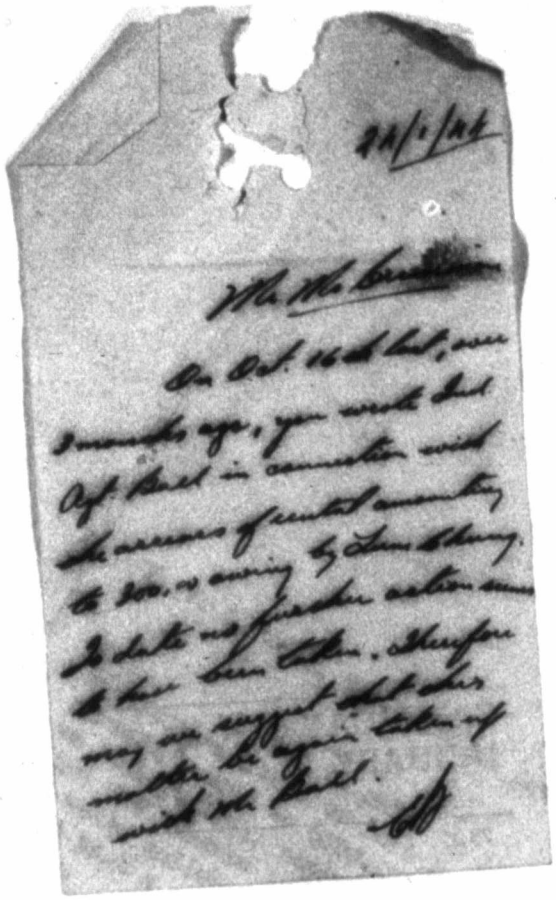

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D., between Seymour Grant, Indian of the Musqueam Band, of the first part, and Sue Ong, whose city address is: 256 E. Georgia, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----One & 1/2 (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part,

--- Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY, as follows:

$26.25 on or before Apr. 1st 1944
$26.25 " " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hales

Doreen Hales

chief James Point
Party of the first part

Sue Ong
Party of 2nd part

Permit No.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Seymour Grant Indian of the Musqueam Band, of the first part, and Sue On whose city address is: 256 E. Georgia St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---one-quarter (1/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

------Forty Dollars ($40.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 5.00 on or before Apr.1st 19 44
$ 5.00 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Helas } his James Point
Party of 1st part

Doreen Helas } Sue On
Party of 2nd part

Permit No. 2.....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Alex Peters, Sr. Indian of the Musqueam Band, of the first part, and Sue On whose city address is: 256 E. Georgia, Vancouver, B.C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---FOUR--- (4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 70.00 on or before Apr.1st 1944
$ 70.00 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Deelas } Alex James Point
Party of 1st part

Doreen Deelas } Sue On
Party of 2nd part

Permit No. 6

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Alex Peters, Sr. Indian of the Musqueam Band, of the first part, and Sue On whose city address is: 256 E. Georgia, Vancouver, B.C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---------Twenty-five Dollars ($25.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$18.75	on or before Apr.1st 1944	
$18.75	" " Oct.1st 1944	

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Deeles — det James Point
Party of 1st part

Doreen Deeles — Sue On
Party of 2nd part

Forwarded.....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Henry V. Louie Indian of the Musqueam Band, of the first part, and Sue On whose city address is: 256 E. Georgia, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----Two ------ -2-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before Apr.1st 1944
$ 35.00 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Skelas | Chief James Point
Party of 1st part

Doreen Skelas | Sue On
Party of 2nd part

Permit No. 5

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D.
between Stephen August Indian of the Musqueam Band, of
the first part, and Sue On
whose city address is:
of the second part: 256 E. Georgia Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to --One-quarter--- 1/4 acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Forty Dollars ($40.00) per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 5.00 on or before Apr.1st 19 44
$ 5.00 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part

Doreen Heelas | Sue On
Party of 2nd part

Permit No. 5

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGRE

THIS AGREEMENT made this 1st day of April 1944 A.D.
between Stephen August Indian of the Musqueam Band, of
the first part, and Sue On
whose city address is: 256 E. Georgia, Vancouver, B.C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one & one-half 1½ acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 44 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25	on or before	Apr.1st 19	44
26.25	"	" Oct.1st 19	44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part

Doreen Heelas | Sue On
Party of 2nd part

Permit No.....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D. between Henry V. Louie Indian of the Musqueam Band, of the first part, and Hong Kong Co. (Low Chewn) whose city address is: 255 E. Georgia , Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to 1.32 acres ( ) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, [illegible]

----Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 23.10 on or before Apr.1st 1944
$ 23.10 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

"Doreen Deeles" | "James Point" x
Party of 1st part

"Doreen Deeles" | Hong Kong (Chew Chew)
Party of 2nd part

Permit No. 8

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st [illegible] April 1944 A.D.
between Mrs. Andrew Charles [illegible] the Musqueam Band, of
the first part, and
whose city address is: Hong Kong Co. (Low Chewn)
of the second part: 255 E. Georgia St., Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to 2.10 acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per-acre------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$36.75 on or before Apr.1st 19 44
$36.75 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Wesley | chief James Point
Party of 1st part

Doreen Wesley | Hong Kong (Low Chewn)
Party of 2nd part

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D.
between Cornelius Johnny Indian of the Musqueam Band, of
the first part, and Hong Kong Co., (Low Cheen)
whose city address is: 255 E. Georgia, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to 3.6 acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part,

----Thirty-five Dollars ($35.00) per acre ------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$63.00 on or before Apr.1st 1944
$63.00 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Leelas | Chief James Point
Party of 1st part

Doreen Leelas | Hong Kong Co.
Party of 2nd part

Permit No. 10

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Cornelius Johnny Indian of the Musqueam Band, of the first part, and Man Lee Co. (Kok Kow) whose city address is: 740 Gore Ave., Vancouver, B. C. or 256 E.Georgia of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---Two-------(2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 44 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before Apr.1st 19 44
$ 35.00 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas
Man Lee Kok Kow
Party of 1st part

Doreen Heelas
James Point (Chief)
Party of 2nd part

Permit No. 11....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D. between Patrick Johnny Indian of the Musqueam Band, of the first part, and Man Lee Co. (Kok Kow) whose city address is: 356 E. Georgia, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----Two----- (2) acres or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 44 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Thirty-five Dollars ($35.00) per-acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr.1st 1944
$35.00 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Veelas — chief James Point
Party of 1st part

Doreen Veelas — Man Lee Kok Kow
Party of 2nd part

Permit No 12.....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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Formerly Mrs.C.Roberts

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D.
between Alex Peters, Sr. Indian of the Musqueam Band, of
the first part, and Man Lee (Kok Kow)
whose city address is: 256 E. Georgia, Vancouver, B. C.,
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One (1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

— Thirty-five Dollars ($35.00) an acre —

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 19 44
$17.50 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Deelas — Chief Joseph Point
Party of 1st part

Doreen Deelas — Man Lee Kok Kow
Party of 2nd part

Permit No. 13

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1942 A.D. between ~~Lai Nam Chow~~ Joe Gabriel Indian of the Musqueam Band, of the first part, and Lai Nam Chow whose city address is: 2104 E. Hastings St., Vancouver, B.C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to 2½ acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$43.75 on or before Apr.1st 1944
43.75 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Deelas | his James Point
Party of 1st part

Doreen Deelas | Lai Nam Chow
Party of 2nd part

Permit No. 1A

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Mrs. Andrew Charles Indian of the Musqueam Band, of the first part, and Chow Chee whose city address is: 252 Carrall St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---five----- 5 acres more or less; for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Forty-five Dollars per acre & use of house at $25.00 per annum ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$125.00 on or before Apr.1st 1944
$125.00 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Keelar — wit James Point
Party of 1st part

Doreen Keelar — Chow Chee
Party of 2nd part

Form No.14

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D., between ---Cornelius Johnny Indian of the Musqueam Band, of the first part, and Yip Joe, Chan Joe, Ralph Joe & Frank Joe whose city address is: 15 W. Pender St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Two & one-half (2½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 43.75 on or before Apr.1st 1944
$ 43.75 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas

Doreen Heelas

chief James Point
Party of 1st part

Joe Yip
for Party of 2nd part

Permit No. 16

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D. between Patrick Johnny of the Musqueam Band, of the first part, and Yip Joe, Chan Joe, Ralph Joe, & Frank Joe whose city address is: 15 W. Pender St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---Two & one-half) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 44 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$43.75 on or before Apr.1st 19 44
$43.75 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — his James Point
Party of 1st part

Doreen Heelas — Joe Yip
for Party of 2nd part

Permit No. 17

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Seymour Grant Indian of the Musqueam Band, of the first part, and Yip Joe, Ralph Joe, Chan Joe & Frank Joe whose city address is: 15 W. Pender St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one-quarter (1/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---FIFTEEN Dollars ($15.00 per annum ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$7.50 on or before Apr.1st 1944
$7.50 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Healas | Wit James Point
Party of 1st part

Doreen Healas | Joe Yip
for Parties of 2nd part

Permit No. 18

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Stephen August Indian of the Musqueam Band, of the first part, and Yip Joe, Chan Joe, Ralph Joe and Frank Joe whose city address is: 15 W. Pender St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One-quarter (1/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve [illegible] of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----FIFTEEN DOLLARS ($15.00) per annum -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 7.50 on or before Apr.1st 1944
$ 7.50 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Keela

Doreen Keela

his James Point
Party of 1st part

Joe Yip
for Parties of 2nd part

Permit No.19....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 4th day of April 1924 A.D. between Patrick Jimmy Indian of the Musqueam Band, of the first part, and whose city address is: Harry Wong, 67 E. Pender of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to [illegible] more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1924 to December 31st 1924 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

Two hundred & eighteen dollars & 75 cents ($218.75)

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$109.38 on or before Apr.1st 1924
$109.37 " " Oct.1st 1924

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Harry Wong
Party of 2nd part

Permit No. 17

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Mrs. Andrew Charles Indian of the Musqueam Band, of the first part, and Chow Sai Wan whose city address is: 525 Carrall St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to --Two--- (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before August 1944
$35.00 " " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Peelas — Chief James Point
Party of 1st part

Doreen Peelas — Chow Sai Wan
Party of 2nd part

Permit No. 21

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 19 44 between Seymour Grant Indian of the Musqueam Band, of the first part, and Lung Fat whose city address is: 31 E. Pender, Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to one & three-quarters (1 3/4) acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----- Thirty-five Dollars ($35.00) per acre-------

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$30.63	on or before April 1st 19 44
30.62	" " Oct. 1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Lung Fat
Party of 2nd part

Permit No.22

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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KODAK SAFETY FILM

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 1944 between Stephen August Indian of the Musqueam Band, of the first part, and Lung Fat, 31 E. Pender, Vancouver whose city address is:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to ---One & Three-quarters(1 3/4)acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre-----

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 30.62 on or before April 1st 1944
" 30.63 " " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Keelas } Chief James Point
Party of 1st part

Doreen Keelas } Lung Fat
Party of 2nd part

Permit No. 23

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Joe Gabriel Indian of the Musqueam Band, of the first part, and Chow Jung whose city address is: 331 E. Georgia Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Three & one-half (3½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

------ Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$61.25 on or before Apr.1st 1944
$61.25 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Chow Jung
Party of 2nd part

Permit No 24.....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D.
between Joe Gabriel Indian of the Musqueam Band, of
the first part, and Chow Yuen, 331 E. Georgia, Vancouver, B. C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & One-half(1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve [illegible] of one year from January 1st 19 44 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) --------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 19 44
$ 26.25 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part

Doreen Heelas | Chow Yuen
Party of 2nd part

Permit No. 25

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D. between Frank Charlie Indian of the Musqueam Band, of the first part, and Lee Sing Yuen whose city address is: 541 Carrall, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to --Three ---- (3) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$52.50 on or before Apr.1st 1944
$52.50 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Lee Sing Yuen
Party of 2nd part

Permit No. 26....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 1944 between Mrs. T. Cole, Sr. Indian of the Musqueam Band, of the first part, and Lee Sing Yuen whose city address is: 541 Carrall, Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to ---Two----- (2 acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before April 1st 1944
" 35.00 " " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Lee Sing Yuen
Party of 2nd part

Permit No. 27

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 1944 between Cornelius Johnny Indian of the Musqueam Band, of the first part, and Lee Sing Yuen whose city address is: 541 Carrall St., Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to three-quarters of an acre(3/4 acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ---

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 18.13 on or before April 1st 1944
" 13.12 " " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Deeles } Chief James Point
Party of 1st part

Doreen Deeles } Lee Sing Yuen
Party of 2nd part

Permit No. 28

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 19 44 between Patrick Johnny Indian of the Musqueam Band, of the first part, and Lee Sing Yuen whose city address is: 541 Carrall, Vancouver, B.C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to Three-quarters of an acre acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 44 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre---

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 13.12 on or before April 1st 19 44
" 13.12 " " Oct. 1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Lee Sing Yuen
Party of 2nd part

Form No. 29

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 1944 between Alex Peters, Sr. Indian of the Musqueam Band, of the first part, and Lee Sing Yuen whose city address is: 541 Carrall Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to---Two ----- (2) (Acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre and $20.00 per annum for use of house 00-----

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 45.00	on or before April 1st 1944
" 45.00	" " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas

Doreen Heelas

Chief James Point
Party of 1st part

Lee Sing Yuen
Party of 2nd part

Permit No. 30

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D.
between Nelson Dan Indian of the Musqueam Band, of
the first part, and Lee Sing Yuen
whose city address is: 541 Carrall, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to --Two----- (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre-----
subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr.1st 1944
$35.00 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Peelas | chief James Point
Party of 1st part

Doreen Peelas | Lee Sing Yuen
Party of 2nd part

Permit No. 31

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D. between Daniel Dan Indian of the Musqueam Band, of the first part, and Lee Sing Yuen whose city address is: 541 Carrall St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to ---Two ------ (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve [illegible] of one year from January 1st 1944 to December 31st 1944 [illegible] rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before Apr. 1st 1944
$ 35.00 " " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

1 Doreen Leelas ..... Chief James Point
Party of 1st part

2 Doreen Leelas ..... Lee Sing Yuen
Party of 2nd part

Permit No. 38

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 1944 between Edward Sparrow Indian of the Musqueam Band, of the first part, and Lee Sing Yuan, 541 Carrall whose city address is:

Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2, amounting to ---Two ----- (2 acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ----

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00	on or before April 1st 1944	
" 35.00	" " Oct. 1st 1944	

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Peele } Chief James Point
..... Party of 1st part

Doreen Peele } Lee Sing Yuen
..... Party of 2nd part

Permit No. 53

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 1944 between Sammy Grant Indian of the Musqueam Band, of the first part, and Lee Sing Yuen, 541 Carrall whose city address is: Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to ----Two ------ (2) acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 44 to December 31st 19 44 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre---

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00	on or before April 1st 19	44
" 35.00	" " Oct. 1st 19	44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

SIGNED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Lee Sing Yuen
Party of 2nd part

Form No. 34

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 1944 between Mrs. Amanda Johnny Indian of the Musqueam Band, of the first part, and Lee Sing Yuen, 541 Carrall whose city address is: Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to ---One ---- (1) acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ---

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 17.50 on or before April 1st 1944
" 17.50 " " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Keelor } Chief James Point
Party of 1st part

Doreen Keelor } Lee Sing Yuen
Party of 2nd part

Permit No. 35

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 1944 between Estate of Chief Stogan Indian of the Musqueam Band, of the first part, and Lee Sing Yuen, whose city address is: 541 Carrall, Vancouver, B.C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to ---One ----- (1) acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 17.50 on or before April 1st 1944
" 17.50 " " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Lee Sing Yuen
Party of 2nd part

Permit No. 36

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

THIS AGREEMENT made this 1st day of April 1944 A.D.
between Stephen August [illegible] of the Musqueam Band, of
the first part, and Sam Lee, 341 Keefer, Vancouver, B. C.
whose city address is
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of the Musqueam Indian Reserve No.2 amounting to One and one-half (1½) acres or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY, as follows:

$26.25 on or before Apr.1st 1944
$26.25 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Peele Chief James Point
Party of 1st part

Doreen Peele Sam Lee
Party of 2nd part

Permit No. 37

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D.
between Seymour Grant Indian of the Musqueam Band, of
the first part, and Sam Lee, 341 Keefer, Vancouver, B.C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting toone & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 44 to December 31st 19 44 [illegible] rental to be paid by the party of the second part to [illegible] Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25 on or before Apr.1st 19 44
$ 26.25 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Keeles Chief James Point
Party of 1st part

Doreen Keeles Sam Lee
Party of 2nd part

Permit No. 38

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 19 44 between, Henry V. Louie Indian of the Musqueam Band, of the first part, and Dei Hong whose city address is: 175, E. Pender, Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to --- Two ----- (2) acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Seventy-eight Dollars & 75¢ (78.75) 00---------

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 39.38 on or before April 1st 19 44
" 39.37 " " Oct. 1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Dei Hong
Party of 2nd part

Form No. 39

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April A.D. 1944 between Kenny Peters Indian of the Musqueam Band, of the first part, and Dei Hong whose city address is: ~~174~~ 174 E. Hastings St., Vancouver, B.C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2, amounting to ---One --- (1) acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) ----

subject to the following terms and conditions:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50	on or before April 1st 1944
" 17.50	" " Oct. 1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve, and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Dei Hong
Party of 2nd part

Permit No. 40

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Seymour Grant Indian of the Musqueam Band, of the first part, and Joe Hip, 621 Main St., Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to---- Five ----- 5 acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---One Hundred & Seventy-five ($175.00) per annum ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$87.50 on or before Apr.1st 1944
$ 87.50 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Chief James Paul
Party of 1st part

Joe Hip
Party of 2nd part

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D. between Chief Jack Stogan Estate Indian of the Musqueam Band, of the first part, and Joe Suey & Wm.Wing whose city address is: 341 E. Keefer, Vancouver B.C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to --Two ---- (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr.1st 1944
$35.00 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Deelas — Chief James Point
Party of 1st part

Doreen Deelas — Joe Suey
Party of 2nd part

Permit No. 42

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D. between Frank Charlie Indian of the Musqueam Band, of the first part, and Joe Suey & Wm. Wing whose city address is: 341 Keefer, Vancouver, B.C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Fifty-two Dollars & Fifty Cents ($52.50)

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 1944
$26.25 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — his / James Point
Party of 1st part

Doreen Heelas — Joe Suey
Party of 2nd part

Permit No. 43

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1944 A.D.
between Edward Sparrow Indian of the Musqueam Band, of
the first part, and
whose city address is: Joe Suey & Wm.Wing
of the second part: 341 Keefer, Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to --Three ---- (3) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$52.50 on or before Apr.1st 19 44
$52.50 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Joe Suey
of 2nd part

Permit No. 44

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D. between Christopher Guerin Indian of the Musqueam Band, of the first part, and Leslie Chan, 341 Keefer, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to--Two and 3*4 acres(2 3/4) acres or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-Thirty-five Dollars ($35.00) an ac)

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$48.13 on or before Apr.1st 19 44
$48.12 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | his James Point
Party of 1st part

Doreen Heelas | Leslie Chan
Party of 2nd part

Permit No. 45

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D.
between Alex Peters, Sr. Indian of the Musqueam Band, of
the first part, and Leslie Chan, 341 Keefer, Vancouver, B. C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve [illegible] of one year from January 1st 19 44 to December 31st 19 44 [illegible] rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 24.25 on or before Apr.1st 19 44
$ 24.25 " " Oct.1st 19 44

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Leslie Chan
Party of 2nd part

Permit No. 47

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Mr McLennan

416 Federal Building,
Vancouver, B. C.
April 25th 1944.

Indian Affairs Branch, Ottawa.

re: Chinese Permits-Musqueam
Reserve No.2

I enclose herewith agreements made with various Chinese lessees covering 1944. These are much the same as in previous years, but there are a few changes.

Most of the changes were made because of the death of certain Indian locatees. Mrs.Madeline Johnny's rentals have been divided between her two sons, Cornelius and Patrick Johnny, and Mrs.Celestine Roberts' rental has gone to Alex Peters, Sr. Part of one place formerly leased to Chow Sai Wan has been taken over by a new Chinaman, Harry Wong.

I would recommend approval of these permits.

D. Leclas
for Indian Agent

Encls.

P.S. The rentals have been paid and are being forwarded under separate cover.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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CANADA

Note:

These letters signed by me because Mr.Ball had to leave on a trip to northern Reserve before they were ready.

D. Sheehan
Clerk

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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CANADA

PERMITS 1944 MUSQUEAM RESERVE, B. C.

Lessee	Permittee	Land Area	Rental
Seymour Grant	Sue On	1½ acres	$ 52.50
Seymour Grant	Sue On	¼ acre	10.00
Alex Peters, Sr.	Sue On	4 acres	140.00
Alex Peters, Sr.	Sue On	1½ acres	57.50
Henry V. Louie	Sue On	2 acres	70.00
Stephen August	Sue On	¼ acre	10.00
Stephen August	Sue On	1½ acres	52.50
Henry V. Louie	Hong Kong Co.	1.32 acres	46.20
Mrs. Andrew Charles	Hong Kong Co.	2.10 acres	73.50
Cornelius Johnny	Hong Kong Co.	3.6 acres	126.00
Cornelius Johnny	Man Lee Co.	2 acres	70.00
Patrick Johnny	Man Lee Co.	2 acres	70.00
Alex Peters, Sr.	Man Lee	1 acre	35.00
Joe Gabriel	Lai Nam Chow	2½ acres	87.50
Andrew Charles	Chow Chee	5 acres	250.00
Cornelius Johnny	Yip Joe et al	2½ acres	87.50
Patrick Johnny	Yip Joe et al	2½ acres	87.50
Seymour Grant	Yip Joe et al	¼ acre	15.00
Stephen August	Yip Joe et al	¼ acre	15.00
Patrick Johnny	Harry Wong	6¼ acres	218.75

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PERMITS 1944 MUSQUEAM RESERVE, B. C.

Lessee	Permittee	Land Area	Rental
Mrs. Andrew Charles	Chow Sai Wan	2 acres	$ 70.00
Seymour Grant	Lung Fat	1¾ acres	61.25
Stephen August	Lung Fat	1¾ acres	61.25
Joe Gabriel	Chow Jung	3½ acres	122.50
Joe Gabriel	Chow Tuen	1½ acres	52.50
Frank Charlie	Lee Sing Tuen	3 acres	105.00
Mrs. T. Gale, Sr.	Lee Sing Tuen	2 acres	70.00
Cornelius Johnny	Lee Sing Tuen	¾ acre	26.25
Patrick Johnny	Lee Sing Tuen	¾ acre	26.25
Alex Peters, Sr.	Lee Sing Tuen	2 acres	90.00
Nelson Dan	Lee Sing Tuen	2 acres	70.00
Daniel Dan	Lee Sing Tuen	2 acres	70.00
Edward Sparrow	Lee Sing Tuen	2 acres	70.00
Sonny Grant	Lee Sing Tuen	2 acres	70.00
Mrs. Amanda Johnny	Lee Sing Tuen	1 acre	35.00
Estate of Chief Stogan	Lee Sing Tuen	1 acre	35.00
Stephen August	Sam Lee	1½ acres	52.50
Seymour Grant	Sam Lee	1½ acres	52.50
Henry V. Louie	Dei Hong	2 acres	78.75
Kenny Peters	Dei Hong	1 acre	35.00
Seymour Grant	Joe Hip	5 acres	175.00

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PERMITS 1944 MUSQUEAM RESERVE, B. C.

Lessee	Permittee	Land Area	Rental
Estate of Chief Jack Stogan	Joe Suey & Wm. Wing	2 acres	$ 70.00
Frank Charlie	Joe Suey & Wm. Wing	1½ acres	52.50
Edward Sparrow	Joe Suey & Wm. Wing	3 acres	105.00
Christopher Guerin	Leslie Chan	2¾ acres	96.25
Mrs. Amanda Johnny	Leslie Chan	1½ acres	52.50
Alex Peters, Sr.	Leslie Chan	1½ acres	52.50

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

12187-15

(2) Revenue

Revenue

Ottawa, May 9, 1944.

F. J. G. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver, B.C.

I wish to acknowledge the receipt of your letter of April 25th last, submitting for approval 47 permits to Chinese, covering lands in the Musqueam Indian Reserve No. 2. These permits as set forth in list attached hereto are approved for the year ending December 31, 1944, and our records will be adjusted accordingly.

Director.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

"B.F." SLIP

"B.F."

FOR

Date June 1/44 Noted E.B.

Initials ~~M McG~~ JK

R 1405

Re agt returned to agent for correction.

11.5.44

Mr McBennian

May we direct your attention to your letter of Oct. 16, 1943 and our reply of Jan. 24, 1944. For your information we still claim that the amount entitled now amounts to 400 cu.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1943 A.D.
between Mrs. Amanda Johnny Indian of the Musqueam Band, of
the first part, and Leslie Chan, 341 Keefer, Vancouver, B.C.
whose city address is;
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half (1½) acres or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1944 to December 31st 1944 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25 on or before Apr.1st 1944
$ 26.25 " " Oct.1st 1944

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Dorreen Heelas — Chief James Point
Party of 1st part

Dorreen Heelas — Leslie Chan
Party of 2nd part

Permit No. 15

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

12167-15

Mr McLennan

Department of Mines and Resources
Indian Affairs Branch
MAR 1 1944
REGISTERED

INDIAN OFFICE
AT VANCOUVER, B.C.

Please correct attached agreement

and return. Sorry!

D. Douglas
clerk

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-15

Ottawa, May 29, 1944.

Mr. F. J. C. Ball, Indian Agent, 416 Federal Building,
Vancouver, B. C.

re Rental owing by Lum Chong,
Account No. 115.

On October 16th, when I wrote you regarding this account, the balance owing amounted to $300.00: it is now $400.00.

Please report your action towards obtaining a settlement, or a band resolution requesting cancellation of the lease.

JK

D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-15

Mr McCammon

OFFICE OF THE INDIAN AGENT

PLEASE QUOTE FILE

Department of Mines & Resources, Indian Affairs Branch, REGISTERED

DEPARTMENT JUL 4 1944 MINES AND RESOURCES INDIAN AFFAIRS BRANCH

416 Federal Building,
Vancouver, B. C.
June 29th 1944.

Indian Affairs Branch, Ottawa.

re: File No.13167-15
Rental owing by Lum Chong, Account No.115

Replying to your letter of the 29th May, the Indians had left for the north before any meeting could be held. The Chief is away until the Fall and most of the fishermen will be absent until the end of August.

This land has not been used for two or three years and there is no chance whatever of collecting from Lum Chong. He is reported to have left these parts and no one will admit knowing where he is at present.

Indian Agent

B/DH.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-15

Ottawa, July 7, 1944.

MEMORANDUM.

Chief Treasury Officer,-

Musqueam Indian Reserve No. 1,
Lum Chong Permit 44, Acct. 115.

This permit made 7th October, 1941, and expressed to be for a term of five years from April 1, 1942, to March 31, 1947, was recommended by the Agent for approval on a year to year basis. In a letter of May 7th, 1942, the Director wrote the Agent that the permit would be recorded as in effect for this year (1942) only, and might be renewed from year to year, on application; and that the permittee be so advised.

This is the only approval given: it is not in the 1943 and 1944 list of approved permits.

As it appears that the permit was in effect for one year only, may the account be amended by deletion of charges for rent after the first year, and a corrected statement of rental sent to the Agent for collection.

Vancouver Agy - Acct
Lease Journal
14.7.44

JK

D. J. Allan,
Superintendent,
Reserves and Trusts.

Poor copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-15

Account 115

Ottawa, July 12, 1944.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B.C.

Lum Chong,
Permit -
Musqueam Reserve,
Vancouver Agency.

According to our records a permit was executed in favour of the above mentioned permittee for a period of five years from April 1, 1942, at a rental of $200.00 per annum, payable $100.00 on April 1st and October 1st in each year of the term.

It now transpires that this permit was for one year only. Therefore, we have adjusted Mr. Chong's account by deleting the rental for the period from April 1, 1943, to March 31, 1947.

For the period in which Chong was in occupation, namely, from April 1, 1942, to March 31, 1943, he was called upon to pay rental amounting to $200.00 - $100.00 on April 1st and $100.00 on October 1st. On September 16th, 1942, a remittance for $100.00 was received. Therefore, he has been in arrears of rental amounting to $100.00 from October 1st, 1942.

It would be appreciated if you would make every effort to contact this permittee and endeavour to collect this outstanding rental.

L. W. McCutcheon,
Chief Treasury Officer.

EB/RN

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 (pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-15

Ottawa, September 11, 1944.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

On reviewing the leases in your agency as at September 11, 1944, it is noted that the following are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since	
43	13167-51	208	Phyllis N. McGuinness	40.00	1/8/44	
44	13167-51	209	Mrs. Margaret Prince	20.00	1/8/44	
49	13167-51	234	Basil Nicholson	20.00	1/8/44	
56	13167-55	275	H.M. Eddie & Sons	75.00	15/8/44	
61	13167-50	288	Cascade Holdings Ltd.	1,575.00	1/1/42 -	75.00
					1/4/42 -	150.00
					1/7/42 -	150.00
					1/10/42 -	150.00
					1/1/43 -	150.00
					1/4/43 -	150.00
					1/7/43 -	150.00
					1/10/43 -	150.00
					1/1/44 -	150.00
					1/4/44 -	150.00
					1/7/44 -	150.00
115	13167-15	404	Lum Chong	100.00	1/10/42	
118	13167-64	Permit	Sorg Pulp Co. Ltd.	125.00	2/1/44	
146	13167-40	"	Girodat & Co.	40.00	1/8/44	
147	13167-66	"	Oscar Niemi Logging Co.	120.00	1/4/44	
161	13167-66	"	" " " "	25.00	1/4/44	
165	13167-82	506	G.P. Lumber Mills Ltd.	3,000.00	15/8/43 -	1,500.00
					15/8/44 -	1,500.00
167	13167-78	Easement	Pacific Shingle Co.	100.00	1/1/44	
171	13167-73	Permit	Dept. of National Defence (Army)	650.00	1/6/44	

It would be appreciated if you would forward individual reports in connection with each of these lessees at your earliest convenience.

L. W. McCutcheon,
Chief Treasury Officer.

EB/RN

EXD

FILE NOT AVAILABLE - HANDED TO RECORDS TO BE PLACED ON FILE

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch
OCT 5 1944
REGISTERED

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
Sept. 18th 1944.

Chief Treasury Officer,
Indian Affairs Branch, Ottawa.

re: File No. 13167-15, Lease No.404
Account No.115, Lum Chong

Please see correspondence recommending that this charge be removed from the records, as there is absolutely no chance of ever collecting the amount. The land was not used, and has not been used since, as it is useless for agricultural purposes.

A Band resolution will be obtained whenever the Musqueam Band meets again.

Indian Agent.

B/DH.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

MR. McCRIMMON:

Lum Chong,
Permit -
Musqueam Reserve.
Vancouver Agency.

We wish to direct your attention to Indian Agent Ball's communication of September 18th last, in connection with the above mentioned permittee.

According to our records Lum Chong has been in arrears of rental amounting to $100.00 from October 1, 1942. According to our records Henry B. Louie and Edward Sparrow are the locatees of this property. Therefore, it would appear that their approval should be obtained and not a Band resolution for the cancellation of this outstanding indebtedness.

B.E.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-15

Ottawa, October 4, 1944.

EXD.

F. J. G. Ball, Esq., Indian Agent, 416 Federal Building,
Vancouver, B. C.

I note from your letter of September 18th last that it is your intention to have the Musqueam Band pass a resolution recommending the cancellation of the permit to Lum Chong whose rental is in arrears in the amount of $100.00 from October 1, 1943. Our records indicate that Henry B. Louie and Edward Sparrow are the lessees of this property and, therefore, they and not the Band Council should give their consent to the cancellation.

D. J. Allen,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167 - 15

OFFICE OF THE
INDIAN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Mr McLuppison

Department of Mines & Resources
Indian Affairs Branch
OCT 4 1944
RECEIVED

416 Federal Building,
Vancouver, B. C.
Sept. 30th 1944.

Indian Affairs Branch, Ottawa.

I am enclosing herewith a new agreement covering land on Musqueam I.R.No.2, for approval. This land is part of that formerly leased to Jong Lok whose permit expired last year. Most of the land rented by Jong Lok is practically useless, and the new Chinaman, Chung Jung, is taking only ten acres of it, all of which is owned by Frank Charlie.

As there is quite a lot of work to be done before crops can be grown, the lease is for five years, on the following terms: $10.00 per acre the first year and $25.00 per acre in the succeeding years, the first payment to be made next April. Chung Jung has also agreed to pay $10.00 per annum for the use of some old buildings on the place.

I would respectfully recommend that this lease be approved.

Fred G. Ball

Indian Agent

B/DH.
Encls.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-15

Ottawa, October 17, 1944.

F. J. G. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver, B. C.

I am returning herewith leasing agreement between Frank Charlie and Chung Jung, forwarded under cover of your letter of September 30th last. We consider that the 8% interest on overdue rentals is an excessive charge and would suggest that it be changed to read "6%".

D. J. Allan,
Superintendent,
Reserves and Trusts.

Encl.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENT

THIS AGREEMENT made this 29th day of September 194 A.D. 44
between Frank Charlie Indian of the Musqueam Band, of the first part, and Chung Jung, of whose city address is: 278 East Pender St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to --Ten----- (10) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of five (5) year from January 1st 1945 to December 31st 1949 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

$10.00 per acre the first year, and $25.00 per acre in each succeeding year; and in addition $10.00 per year for use of buildings.

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$55.00 on or before Apr.1st 1945
$55.00 " " Oct.1st 1945
and $130.00 on each and every Apr.1 and Oct.1 in 1946, 1947, 1948 and 1949.

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that no interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Douglas

his
Frank + Charlie
mark
Party of 1st part

Sam Jen

Party of 2nd part

Permit No.....

Indian Chung Jung is also called "Sam Jen" and signed both names above.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-15

Mr McGuinnor

OFFIC[redacted]THE
INDIA[redacted]

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines and Resources
Indian Affairs Branch
OCT 30 1944
Registered

PLEASE QUOTE
FILE.....

416 Federal Building,
Vancouver, B. C.
October 25th 1944.

Indian Affairs Branch, Ottawa.

re: File No.13167-15

In accordance with the suggestion contained in your letter of the 17th instant, I have changed "8%" to "5%" in the agreement with Chung Jung, which is returned herewith.

All the yearly permits issued to Chinese on Musqueam Reserve had the 8% clause, but they expire on December 31st and when renewals are made, this will be changed to 5%. As a matter of fact, we have never had to charge interest to any Chinese lessee so far, as they are usually fairly prompt in paying their rent.

Fred G. Bell
Indian Agent

DH.
Encls.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13187-15

Ottawa, November 2, 1944.

EX'D.
A

F. J. C. Hall, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B.C.

I am sending you herewith draft lease in triplicate, issued in favour of Chung Jung (Sam Yan) and covering 10 acres of land in the Musqueam Reserve for a term of five years from January 1, 1945.

Please submit this draft lease for Chung Jung's signature and date each copy before returning same to this office.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Encls.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-15

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

Department of Indian Affairs
NOV 27 1944
REGISTERED

Mr McPhillips

416 Federal Building,
Vancouver, B. C.
Nov. 22nd 1944.

Indian Affairs Branch, Ottawa.

re: File No. 13167-15.

I am returning herewith lease covering 10 acres of Musqueam I.R.No.2 which has been duly completed by Chung Jung, the new lessee, and is being returned for the Department's signature.

Lease 553,
Fol. 118,
Vol. 6.

Fred E. Ball
Indian Agent

B/DH.

Encls.

Poor copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(2) Registrar
(3) Miss Ruttkepel

Ottawa, December 7, 1944.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver, B.C.

I am returning to you herewith for the usual disposition the duplicate and triplicate copies of Lease No. 555, issued in favour of Chung Jung, and covering 10 acres of land in the Musqueam Reserve for a term of 5 years from January 1, 1945.

for D. M. Allen,
Superintendent,
Reserves and Trusts.

Encls.

Vancouver Agy - Acct. 181
Lease Journal
26. 12. 44

dlc
181

Poor copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, February 22, 1945.

E. D.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver, B. C.

On October 4th last you were asked to obtain the consent of Henry B. Louie and Edward Sparrow to the cancellation of the permit issued to Lum Chong, whose rental is in arrears in the amount of $100.00 since 1942. To date a reply has not been received to this letter and it would be appreciated if you would give this matter your immediate attention.

for D. J. Allan,
Superintendent,
Reserves and Trusts.

Poor copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENT

THIS AGREEMENT made this 22nd day of January 1945 A.D. between Tony Point Indian of the Musqueam Band, of the first part, and Chung Jung whose city address is: 278 East Pender, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & three-quarters (1¾) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to: Ten Dollars($10.00) per acre; with the option of renewing for a further year at Twenty-five Dollars ($25.00) per acre.
subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$8.75 on or before Apr.1st 1945
$8.75 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

James Point ..... Tony Point
Party of 1st part

Doreen Heelas ..... Jung Chung
Party of 2nd part

Permit No.....

See Lease 667 Oct. 1/55

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13163-15

See file [illegible]

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B.C.
Feb.28th 1945

Indian Affairs Branch, Ottawa.

I am enclosing herewith agreement covering 1¾ acres on Musqueam I.R. No.2 between Tony Point, Indian of the Musqueam Band, and Chung Jung, Chinese. This land has not been worked for many years and therefore the rental has been set at $10.00 per acre for the first year. The agreement is for one year, with the option of renewing for another year at $25.00 per acre.

I respectfully request approval of this agreement.

Fred J. Bell
Indian Agent

B/DH.
Encls.

Department of Mines & Resources
Indian Affairs Branch
MAR 6 1945
REGISTERED

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 26th day of February 1945 A.D. between Ed. Sparrow Indian of the Musqueam Band, of the first part, and GEE WING whose city address is: 463 East Pender St. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to One (1/-) acres more or less, for the purpose of the Agent to be by the Indian Affairs Branch to the said party of the second part, to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1947 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to: Fifteen Dollars per acre first 2 years, and $20.00 per ac. for last year

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 7.50 on or before Jan. 1st 1945
$ 7.50 " " " Dec. 1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hellas } Chief James Point
Party of 1st part

Doreen Hellas } Gee Wing
Party of 2nd part

Permit No. 7.....

Ex Lease 566
Ord. 189

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

Poor copy

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 26th day of February 1945 A.D. between Henry Louie Indian of the Musqueam Band, of the first part, and GEE WING whose city address is: 463 East Pender St. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Eight ½ (8½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of ~~one~~ years from January 1st 1945 to December 31st 1947 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to: Ten Dollars per acre 1st year, 15.00 ac. next year, 20.00 last year subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$42.50 on or before Apr.1st 1945
$42.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

D. Healas | Chief James Point
For Party of 1st part

D. Healas | Gee Wing
Party of 2nd part

Permit No.....

See Lease 566 Oct. 1/99

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

Poor Copy

PUBLIC ARCHIVES
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CANADA

13167-15

See file Chinaman

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
Feb.28th 1945.

Indian Affairs Branch, Ottawa.

I am enclosing herewith agreements with a Chinaman, Gee Wing, covering a portion of Musqueam I.R.No.2, for three years. This land is poor and has been uncultivated for some time, and therefore the rental has been reduced for the first two years.

I would recommend approval of these agreements.

Fred G. Bell
Indian Agent

B/DH.
Encls.

Department of Mines & Resources
Indian Affairs Branch
MAR 6 1945
REGISTERED

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

13167-15

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Mr McPherson

416 Federal Building,
Vancouver, B. C.
March 3rd 1945.

Indian Affairs Branch, Ottawa.

re: File No.13167-15

I beg to acknowledge receipt of your letter of the 26th ultimo and will obtain the consent of Henry Louie as soon as he returns to Musqueam Reserve. He has been working for more than a year on Vancouver Island near Victoria, but is expected to come home for a few days about Easter-time.

Your letter of October 4th was not overlooked, but I have been unable to get Henry Louie and Ed.Sparrow together on the matter.

Theo. J. Bee
Indian Agent

B/DH.

Department of Mines & Resources
Indian Affairs Branch
MAR 9 1945
REGISTERED

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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CANADA

15167-15

Ottawa, April 9, 1945.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver, B.C.

I am sending you herewith draft leases in triplicate, in favour of Gee Wing and Chung Jung, respectively, covering three parcels of land in the Musqueam Indian Reserve No. 2. Please have these leases signed and dated and then return them to this office for final execution.

H. J. Allan,
Superintendent,
Reserves and Trusts.

Encls.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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CANADA

13167-15

Mr McLuckie

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
APR 23 1945
REGISTERED

416 Federal Building,
Vancouver, B. C.
April 17th 1945.

Indian Affairs Branch, Ottawa.

re: File No.13167-15

I am enclosing herewith two leases covering land on Musqueam Indian Reserve No.2 which have been completed by the Chinese lessee, Gee Wing, and are being returned for the Department's signature. The first rental has been paid and is being forwarded with the next revenue return.

Indian Agent

B/DH.

Lessee Nos. 565 + 566
Fol. 124, Fol. 6

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

13167-15

Mr McLennan

Department of Mines & Resources
Indian Affairs Branch
APR 23 1945
REGISTERED

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
Apr.18th 1945.

Indian Affairs Branch, Ottawa.

re: File No.13167-15

I am returning herewith lease in the name of Chung Jung which has been completed by him, and is being returned for the Department's signature.

The rental has been paid and will be forwarded with the next revenue return.

(Indian Agent)

B/DH.

Lease No. 567
Fol. 128, Fol. 6

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13187-15

(2) Reserve
(3) Miss Russell

Ottawa, May 4, 1945.

F. J. G. Ball, Esq., Indian Agent, 416 Federal Bldg., Ottawa, Ontario.

I am returning to you herewith for the usual disposition the duplicate and triplicate copies of Leases Nos. 565 and 566, in favour of Gee Wing, and Lease No. 567, in favour of Chung Jung, covering three parcels of land on the Musqueam Indian Reserve No. 2.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Encls. 6

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENT

THIS AGREEMENT made this 24th day of April 1945 A.D.
between Seymour Grant Indian of the Musqueam Band, of
the first part, and Sue On, 256 E. Georgia, Vancouver, B. C.
whose mailing address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half, 1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 1945
$26.25 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clear, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESS

[illegible] Party of 1st part

[illegible] Party of 2nd part

Permit No. [illegible]

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 24th day of April 195 A.D.
Between Seymour Grant Indian of the Musqueam Band, of
the first part, and Sue On, 256 E. Georgia, Vancouver, B. C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one-quarter (1/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Forty dollars ($40.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$5.00 on or before Apr.1st 1945
$5.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas ..... Chief James Point
Party of 1st part

Doreen Heelas ..... Sue On
Party of 2nd part

No. 2

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGREEMENT (New land)

THIS AGREEMENT made this 24th day of April 1945 A.D. between Seymour Grant Indian of the Musqueam Band, of the first part, and Sue On 256 E. Georgia whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---one-half -- 1/2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 19 45 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$8.75 on or before Apr.1st 1945
$8.75 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hella ..... | Chief James Point .....
Party of 1st part

Doreen Hella ..... | Sue On .....
Party of 2nd part

Permit No. 3 .....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGREEMENT (New land)

THIS AGREEMENT made this 24 day of April 194 A.D. between Stephen August Indian of the Musqueam Band, of the first part, and whose city address is: Sue On, 256 E. Georgia of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one-half (1/2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$8.75 on or before Apr.1st 1945
$8.75 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part

Doreen Heelas | Sue On
Party of 2nd part

Permit No. 4

Said 304

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENT

THIS AGREEMENT made this 24th day of April 194 A.D., between Stephen August Indian of the Musqueam Band, of the first part, and Sue On, 256 E. Georgia, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one-quarter 1/4 more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Forty-dollars ($40.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$5.00 on or before Apr.1st 1945
$5.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hella } Chief Point
Party of 1st part

Doreen Hella } Sue On
Party of 2nd part

Permit No. 5

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 24th day of April 1945 A.D. between Stephen August Indian of the Musqueam Band, of the first part, and Sue On 256 E. Georgia, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve [illegible] of one year from January 1st 1945 to December 31 45 [illegible] a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25 on or before Apr.1st 1945
$ 26.25 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind onto the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hella — Chief James Point
Party of 1st part

Doreen Hella — Sue On
Party of 2nd part

Permit No. 6....

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 24th day of April 1945 A.D. between Alex Peters, Sr. Indian of the Musqueam Band, of the first part, and whose city address is: Sue On, 256 E. Georgia, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & One-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Twenty-five Dollars ($25.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$18.75 on or before Apr.1st 1945
$18.75 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Sueon
Party of 2nd part

Permit No. 7

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 24th day of April 1945 A.D. between Alex Peters, Sr. Indian of the Musqueam Band, of the first part, and Sue On, 256 E. Georgia, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to --four ----- (-4-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 415 Federal Building, Vancouver, B. C. ONLY as follows:

$70 00 on or before Apr.1st 1945
$70.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Sue On
Party of 2nd part

Permit No. 8

Acct. 202

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 24th day of April 194 5A.D.
between Henry V. Louie Indian of the Musqueam Band, of
the first part, and Sue On, 256 E. Georgia, Vancouver, B. C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----two ----- (-2-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr.1st 1945
$35.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Kelly ..... Chief James Point .....
Party of 1st part

Doreen Kelly ..... Sue On .....
Party of 2nd part

Permit No. 9

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D.
between ---Henry V. Louie Indian of the Musqueam Band, of
the first part, and
Hong Kong Co. (Louie Chewn)
of the second part: 255 E. Georgia, Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to 1.32 acres ( ) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five dollars per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$23.10 on or before Apr.1st 1945
$23.10 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Nicolas

Rosina Nicolas

Chief Jimmy Point
Party of 1st part

Louie Chew
Party of 2nd part

Permit No. 10

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Mrs. Andrew Charles [illegible] of the Musqueam Band, of the first part, and
[illegible] Hong Kong Co. (Louie Chewn)
of the second part: 255 E. Georgia, Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to 2.10 ( ) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 36.75 on or before Apr. 1st 1945
$ 36.75 " " Oct. 1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen McCas | Chief James Point
Party of 1st part

[illegible] | Louie Chew
Party of 2nd part

Permit No. 11

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D.
between --- Cornelius Johnny Indian of the Musqueam Band, of the first part, and
Hong Kong Co. (Louie Chewn)
of the second part: 255 E. Georgia, Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to 3.6 ( ) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$63.00 on or before Apr. 1st 1945
$63.00 " " Oct. 1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Lorraine Keelas | Chief James Point
Party of 1st part

Lorraine Keelas | Louie Chew
Party of 2nd part

Permit No. 12

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 6th day of April 1945 A.D.
between Cornelius Johnny Indian of the Musqueam Band, of
the first part, and Man Lee Co. (Kok Kow)
whose city address is: 740 Gore Ave., Vancouver
of the second part: or 256 E. Georgia

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Two ------- -2- acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr.1st 1945
$35.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Man Lee
Party of 2nd part

Permit No. 13

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 6th day of April 1945 A.D.
between Partick Johnny Indian of the Musqueam Band, of
the first part, and Man Lee Co. (Kok Kow)
whose city address is: 356 E. Georgia, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to -- two ----- (-2-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr.1st 1945
$35.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Man Lee
Party of 2nd part

Permit No. 14...

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 6th day of April 194 A.D.
between Alex Peters Sr. Indian of the Musqueam Band, of
the first part, and
whose city address is: Man Lee (Kok Kow)
of the second part: 256 E. Georgia, Vancouver

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----one ---- (-1-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 45 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 1945
$ 17.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Man Lee
Party of 2nd part

Permit No. 15

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 2nd day of April 1945 A.D.
between Joe Gabriel Indian of the Musqueam Band, of
the first part, and Lai Nam Chow, 2104 E. Hastings St., Vancouver, B. C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to two & one-half (2½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve [illegible] of one year from January 1st 1945 to December [illegible] 45 [illegible] rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 43.75 on or before Apr.1st 19 45
$ 43.75 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the [illegible] of the Indian Agent; that he will not take intoxicants of [illegible] to the said Reserve or portion of Reserve, and that [illegible] the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Warren Dellas | Chief James Point
Party of 1st part

Doreen Dellas | Lai Nam Chow
Party of 2nd part

Permit No. 16

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Andrew Charles Indian of the Musqueam Band, of the first part, and Chow Chee whose city address is: 252 Carrall , Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----five ---- (-5-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

--Forty-five Dollars per acre & use of house at $25.00 per annum)-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 125.00 on or before Apr.1st 1945
$ 125.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; that should he neglect to do so, the Indian Agent shall [illegible] said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Geller — Chief James Point
Party of 1st part

Doreen Geller — Chow Chee
Party of 2nd part

Permit No. 17

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Cornelius Johnny Chief of the Musqueam Band, of the first part, and Thomas L. Joe, J.F.Hoo, Ralph Joe & Frank Joe (Sam Yick) whose city address is: 15 W. Pender St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Two & one-half (2½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---- Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$43.75 on or before Apr.1st 19 45
$43.75 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hecla } Chief Jaime Point
Party of 1st part

Doreen Hecla } Thomas L. Joe
Party of 2nd part

Permit No. 18

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Patrick Johnny Indian of the Musqueam Band, of the first part, and Thomas L. Joe, J.F.Hoo, Ralph Joe & Frank Joe (Sam Yick) Vancouver, B.C. of the second part: 15 W. Pender, Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Two & one-half (2½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 43.75 on or before Apr.1st 1945
$ 43.75 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hellas — Chief James Point
Party of 1st part

Doreen Hellas — Thomas L. Joe
Party of 2nd part

Permit No. 19

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Seymour Grant Indian of the Musqueam Band, of the first part, and Thomas L. Joe, J.F.Hoo, Ralph Joe & Frank Joe (Sam Yick) whose addresses is, of the second part: 15 W. Pender, Vancouver, B. C.

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one-quarter (1/4) acres, more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Fifteen Dollars($15.00) per annum -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$7.50 on or before Apr.1st 1945
$7.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Warren Douglas | Chief James Point
Party of 1st part

Doreen Douglas | Thomas L. Joe
Party of 2nd part

Permit No. 20

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Stephen August Indian of the Musqueam Band, of the first part, and Thomas L.Joe, J.F.Hoo, Ralph Joe & Frank Joe (Sam Ho. whose city address is: 15 W. Pender Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one-quarter (1/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Fifteen Dollars ($15.00) per annum -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 7.50 on or before Apr.1st 1945
$ 7.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Rosemary Bellas | Chief James Point
Party of 1st part

Robert Bellas | Thomas L. Joe
Party of 2nd part

Permit No. 21

Oct. 1946

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 3rd day of April 1945 A.D.
between Patrick Johnny Indian of the Musqueam Band, of the first part, and Harry Wong, 67 E. Pender St., Vancouver, B. C. Chinese city address in, of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Six & one-quarter 6¼ acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Two Hundred & Eighteen Dollars & 75 cents ($218.75) ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$109.38 on or before Apr.1st 1945
$109.37 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hales } Chief James Point
Party of 1st part

Doreen Hales } Harry Wong
Party of 2nd part

Permit No. 23

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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MCCAA SAFETY

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Mrs. Andrew Charles Indian of the Musqueam Band, of the first part, and Chow Sai Wan, 525 Carrall, Vancouver, B. C. whose city address is, of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Two ------- (-2-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before Apr.1st 19 45
$ 35.00 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Nelas — Chief James Point
Party of 1st part

Doreen Nelas — Chow Sai Wan
Party of 2nd part

Permit No. 23.

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 11th day of April 1945 A.D. between Seymour Grant Indian of the Musqueam Band, of the first part, and Lung Fat, 31, East Pender St., Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & three-quarters) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Thirty-five Dollars ($35.00) an acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$30.63 on or before Apr.1st 1945
$30.62 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Warren Hilbert ..... Chief James Point .....
Party of 1st part

Doreen McCas ..... Lung Fat .....
Party of 2nd part

Permit No. 27

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 11th day of April 1945 A.D.
between ---Stephen August Indian of the Musqueam Band, of
the first part, and
whose city address is: Lung Fat, 31 East Pender, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & three-quarters) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 19 45 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$30.62 on or before Apr.1st 19 45
$30.63 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Paul
Party of 1st part

Doreen Heelas } Lung Fat
Party of 2nd part

Permit No. 25

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 14th day of April 1945 A.D., between Joe Gabriel Indian of the Musqueam Band, of the first part, and Chow Jung, 331 East Georgia, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to three & 1/2 (3½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 61.25 on or before Apr.1st 1945
$ 61.25 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part

Doreen Heelas | Chow Jung
Party of 2nd part

Permit No. 26

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 14th day of April 1945 A.D. between Joe Gabriel Indian of the Musqueam Band, of the first part, and Chow Yuen, 331 E. Georgia, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one & one-half(1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 19 45 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Thirty-five Dollars ($35.00) per acre-----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 19 45
$26.25 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Chow Yuen
Party of 2nd part

Permit No. 27

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 16 day of April 1945 A.D. between Frank Charlie Indian of the Musqueam Band, of the first part, and Lee Sing Yuen whose city address is: 541 Carrall St., Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ----three ------ (3) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 52.50 on or before Apr.1st 1945
$ 52.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hellas ..... Chief James Point .....
Party of 1st part

Doreen Hellas ..... Lee Sing Yuen .....
Party of 2nd part

Permit No. 28

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 16th day of April 1945 A.D. between Mrs. T. Cole, Sr. Indian of the Musqueam Band, of the first part, and Lee Sing Yuen, 541 Carrall, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to ----two---- (-2-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 35.00 on or before Apr.1st 1945
$ 35.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clear, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hella | Chief James Point
Party of 1st part

Doreen Hella | Lee Sing Yuen
Party of 2nd part

Permit No. 29

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 16th day of April 1945 A.D.
between Cornelius Johnny Indian of the Musqueam Band, of
the first part, and
whose city address is: Lee Sing Yuen, 541 Carrall, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to three-quarters (3/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five dollars ($35.00) per acre ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$13.13 on or before Apr.1st 19 45
$13.12 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hella } Chief James Point
Party of 1st part

Doreen Hella } Lee Sing Yuen
Party of 2nd part

Permit No. 3

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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AGREEMENT

THIS AGREEMENT made this 16th day of April 1945 A.D. between Patrick Johnny Indian of the Musqueam Band, of the first part, and whose city address is: Lee Sing Yuen, 941 Carrall, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Three-quarters (3/4) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five dollars ($35.00) per acre ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 13.12 on or before Apr.1st 19 45
$ 13.13 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Douglas Kelly | Chief James Point
Party of 1st part

Douglas Kelly | Lee Sing Yuen
Party of 2nd part

Permit No. 31

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

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CANADA

AGREEMENT

THIS AGREEMENT made this 16th day of April 194 5A.D. between Alex Peters, Sr. Indian of the Musqueam Band, of the first part, and Lee Sing Yuen, 541 Carrall St., Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---two---- (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 45 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.) per acre & $20.00 per annum for use of house

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$45.00 on or before April 1st 1945
$45.00 " " Oct. 1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Lee Sing Yuen
Party of 2nd part

Permit No. 32

card 198

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENT

THIS AGREEMENT made this 16 day of April 1945 A.D. between Nelson Dan Indian of the Musqueam Band, of the first part, and whose city address is: Lee Sing Yuen, 541 Carrall, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to --Two ---- (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) ------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr.1st 1945
$35.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall [illegible] said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Douglas Helas } Chief James Point
Party of 1st part

Doreen Hele } Lee Sing Yuen
Party of 2nd part

Permit No. 33...

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 1st day of April 1945 A.D.
between Daniel Dan Indian of the Musqueam Band, of
the first part, and Lee Sing Yuen, 541 Carrall, Vancouver, B. C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Two ------ -2-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 446 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr.1st 1945
$35.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Douglas Nicholas | Chief James Point
Party of 1st part
Doreen Leslie | Lee Sing Yuen
Party of 2nd part

Permit No. 34

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 16th day of April 1945 A.D. between Edward Sparrow Indian of the Musqueam Band, of the first part, and Lee Sing Yuen, 541 Carrall, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to ---two ---- (-2-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr. 1st 19 45
$35.00 " " Oct. 1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Dick } Chief James Point
Party of 1st part

Doreen Dick } Lee Sing Yuen
Party of 2nd part

Permit No. 35

Act 207

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 16th day of April 1945 A.D.
between Sammy Grant Indian of the Musqueam Band, of the first part, and
whose city address is: Lee Sing Yuen, 541 Carrall Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to ----two ----- -2- acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part the right to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$35.00 on or before Apr. 1st 19 45
$ 35.00 " " Oct. 1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heller | Chief James Point
Party of 1st part

Doreen Heller | Lee Sing Yuen
Party of 2nd part

Permit No. 36

Recd 207

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 6th day of April 1945 A.D.
between Mrs. Amanda Johnny Indian of the Musqueam Band, of
the first part, and
whose city address is: Lee Sing Yuen, 541 Carrall, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to --- One ---- (-1-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 17.50 on or before April 1st 1945
$ 17.50 " " " Oct. 1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Decker | Chief James Point
Party of 1st part

Doreen Decker | Lee Sing Yuen
Party of 2nd part

Permit No. 37

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 16th day of April 1945 A.D. between Walker Stogan Indian of the Musqueam Band, of the first part, and whose city address is: Lee Sing Yuen, 541xxxx Carrall St., Vancouver, B.C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one-half (1/2) acres more or less, for the purpose of the agreement by the Indian Affairs Branch to the said party of the second part permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$8.75 on or before Apr.1st 1945
$8.75 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will immediately vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hecla — Chief James Point
Party of 1st part

Doreen Hecla — Walker Stogan
Party of 2nd part

Permit No. 38

Ref. 102

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 16th day of April 1945 A.D.
between Vincent Stogan Indian of the Musqueam Band, of
the first part, and
whose city address is: Lee Sing Yuen, 541 Carrall, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to one-half (1/2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 8.75 on or before Apr. 1st 19 45
$ 8.75 " " Oct. 1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Norman Dick | Chief James Point
Party of 1st part

Norman Dick | Lee Sing Yuen
Party of 2nd part

Permit No. 39

Ref 102

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 5th day of April 1945 A.D. between Stephen August Indian of the Musqueam Band, of the first part, and Sam Lee, 341 Keefer, Vancouver whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 19 45
$26.25 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen McCas | Chief James Point
Party of 1st part

Doreen McCas | Sam Lee
Party of 2nd part

Permit No. 40

Test 103

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 5th day of April 1945 A.D. between Seymour Grant Indian of the Musqueam Band, of the first part, and Sam Lee, 341 Keefer, Vancouver, B.C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$26.25 on or before Apr.1st 1945
$26.25 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part

Doreen Heelas | Sam Lee
Party of 2nd part

Permit No. 41

Pad 103

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 11th day of April 1945 A.D. between Henry V. Louie Indian of the Musqueam Band, of the first part, and Dei Hong, 174 E. Pender, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---two----- (2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Seventy-eight Dollars & 75 cents (78.75) -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 39.38 on or before Apr.1st 1945
$ 39.37 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part

Doreen Heelas | Dei Hong
Party of 2nd part

Permit No. 47

Ind. 106

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 11th day of April 1945 A.D. between Kenny Peters Indian of the Musqueam Band, of the first part, and Dei Hong, 174 E. Hastings St. Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---one ---- (1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 1945
$17.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Wai Hong
Party of 2nd part

Permit No. 43

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 26 day of April 1945 A.D. between Seymour Grant Indian of the Musqueam Band, of the first part, and X Joe Hip, 621 Main St., Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---three -----(-3-) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 upon a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----One Hundred & Five Dollars ($105.00) ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$52.50 on or before Apr.1st 1945
$52.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind onto the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Joe Hip per S. M. Young
Party of 2nd part

Permit No. 44

107

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENT

THIS AGREEMENT made this 9th day of April 1945 A.D.
between --Walker Stogan Indian of the Musqueam Band, of
the first part, and Joe Suey & Wm. Wing
whose city address is: 341 E. Keefer, Vancouver, B. C.
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to -One --- (1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$17.50 on or before Apr.1st 19 45
$17.50 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part
Doreen Heelas | Jos. Suey
Party of 2nd part

Permit No. 45

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 9th day of April 195 A.D.
between Vincent Stogan Indian of the Musqueam Band, of
the first part, and Joe Suey & Wm. Ming, 341 E. Keefer, Vancouver, B. C.
whose city address is:
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---one ---- (1) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars (35.00) ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 17.50 on or before Apr.1st 1945
$ 17.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit, and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hecles ..... Chief James Point .....
Party of 1st part

Doreen Heclas ..... Joe Suey .....
Party of 2nd part

Permit No. 46

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 9th day of April 1945 A.D.
between ---Frank Charlie Indian of the Musqueam Band, of
the first part, and Joe Suey & Wm. Wing,
whose city address is: 341 Keefer, Vancouver
of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to one & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Fifty-two dollars & Fifty Cents ($52.50) -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25 on or before Apr. 1st 1945
$ 26.25 " " Oct. 1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 4% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heels ..... Chief James Point .....
Party of 1st part

Doreen Heels ..... Joe Suey .....
Party of 2nd part

Permit No. 47

#109

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 9th day of April 194 5A.D. between Edward Sparrow Indian of the Musqueam Band, of the first part, and Joe Suey & Wm.Wing, whose city address is: 341 Keefer, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to ---three----- (3) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 45to December 31st 19 45 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ---

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 52.50 on or before Apr.1st 1945
$ 52.50 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Joe Suey — Party of 1st part

Doreen Heelas — Party of 2nd part

Permit No. 48

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Christopher Guerin Indian of the Musqueam Band, of the first part, and Leslie Chan, 341 Keefer, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Two & 3/4 (2¾) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 19 45 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$48.13 on or before Apr.1st 19 45
$48.12 " " Oct.1st 19 45

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall [illegible] said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part

Doreen Heelas | Leslie Chan
Party of 2nd part

Permit No. 49

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Mrs. Amanda Johnny Indian of the Musqueam Band, of the first part, and Leslie Chan, 341 Beefer, Vancouver, B. C. whose city address is of the second part;

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No. 2 amounting to one & one-half 1½ acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Thirty-five Dollars ($35.00) -------

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25 on or before Apr. 1st 1945
$ 26.25 " " Oct. 1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas | Chief James Point
Party of 1st part

Doreen Heelas | Leslie Chan
Party of 2nd part

Permit No. 50

141

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

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CANADA

AGREEMENT

THIS AGREEMENT made this 4th day of April 1945 A.D. between Alex Peters, Sr. Indian of the Musqueam Band, of the first part, and Leslie Chan, 341 Keefer, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to One & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

----Thirty-five Dollars ($35.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 26.25 on or before Apr.1st 1945
$ 26.25 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas — Chief James Point
Party of 1st part

Doreen Heelas — Leslie Chan
Party of 2nd part

Permit No. 57

141

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

Former Indian land

AGREEMENT

THIS AGREEMENT made this 28th day of March 1945 A.D. between CORNELIUS JOHNNY Indian of the Musqueam Band, of the first part, and whose city address is: GEE WING, 463 East Pender of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to 2 acres (more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

Ten Dollars ($10.00) per acre.

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

15.00 on or before Apr.1st 1945
15.00 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Lorelei Nelles — Chief James Point
Party of 1st part

Lorelei Nelles — Gee Wing
Party of 2nd part

Permit No. 51

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 28th day of March 1945 A.D. between ED. SPARROW Indian of the Musqueam Band, of the first part, and whose city address is: GEE WING, 468 E. Pender of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to 3 ¼ acres) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

— Ten Dollars ($10.00) per acre ———

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$16.25 on or before Apr.1st 1945
$16.25 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Noreen Dalton } Chief James Point
Party of 1st part

Noreen Dalton } G Wing
Party of 2nd part

Permit No. 57

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENT

THIS AGREEMENT made this 17th day of April 1945 A.D. between Seymour Grant Indian of the Musqueam Band, of the first part, and Gee Wing, 463 East Pender, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one-& one-half(1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

------Ten Dollars ($10.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$7.50 on or before Apr.1st 1945
$7.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 6% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hala | Chief James Point
Party of 1st part

Doreen Hala | Gee Wing
Party of 2nd part

Permit No. 58

Acct. 199

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 17th day of April 1945 A.D. between Steve August Indian of the Musqueam Band, of the first part, and Gee Wing, 463 East Pender, Vancouver whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to one & one-half (1½) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

---Ten Dollars ($10.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$7.50 on or before Apr.1st 1945
$7.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelas } Chief James Point
Party of 1st part

Doreen Heelas } Gee Wing
Party of 2nd part

Permit No. 59

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 17th day of April 1945 A.D. between Willie Guerin Indian of the Musqueam Band, of the first part, and Wong Tong 439 E. Georgia, Vancouver, B. C. whose city address is: of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to Two and one-half 2) acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

------Ten Dollars ($10.00) per acre ----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 12.50 on or before Apr.1st 1945
$ 12.50 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 8% interest may be charged on overdue rentals.

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Heelan } Chief James Point
Party of 1st part

Doreen Heelan } Wong Tong
Party of 2nd part

Permit No. 60

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

PUBLIC ARCHIVES
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CANADA

AGREEMENT

THIS AGREEMENT made this 17th day of April 1945 A.D. between various Musqueam Indians as Indian of the Musqueam Band, of the first part, and per list attached whose city address is: Wong Tong, 439 East Georgia, Vancouver, B. C. of the second part:

WITNESSETH that the party of the first part shall surrender to the Indian Affairs Branch a portion of Musqueam Indian Reserve No.2 amounting to eight & three-quarters acres more or less, for the purpose of the granting by the Indian Affairs Branch to the said party of the second part a permit to occupy and cultivate the said portion of Musqueam Indian Reserve for a period of one year from January 1st 1945 to December 31st 1945 on a rental to be paid by the party of the second part to the Indian Affairs Branch, on behalf of the party of the first part, amounting to:

-----Ten Dollars ($10.00) per acre -----

subject to the following terms:

1. The party of the second part shall pay rental at the office of the Indian Agent, 416 Federal Building, Vancouver, B. C. ONLY as follows:

$ 43.75 on or before Apr.1st 1945
$ 43.75 " " Oct.1st 1945

2. It is understood and agreed by the parties hereto that no payments of rental are to be made direct to the party of the first part, and that 5% interest may be charged on overdue rentals,

3. The party of the second part agrees with the party of the first part and the Indian Affairs Branch that he will keep the said premises in clean, sanitary condition; and that should he neglect to do so, the Indian Agent shall cause the said premises to be placed in sanitary condition at the expense of the party of the second part.

4. The party of the second part further agrees that he will not cut any timber for firewood or other purposes on any portion of the said Reserve without the sanction of the Indian Agent; that he will not take intoxicants of any kind on to the said Reserve or portion of Reserve, and that he will keep the peace within the said Reserve and comply with all the rules and regulations governing Indian Reserves.

5. The party of the second part agrees also that he will not require from the party of the first part or the Indian Affairs Branch any notice to vacate the said Reserve upon the expiration of this permit and that he will be willing to vacate the land if required to do so at the expiration of the said permit without any notice of any kind whatsoever.

DATED at Vancouver, B. C. the day and year first above mentioned.

WITNESSES

Doreen Hulas } Chief James Point
Party of 1st part

Doreen Hulas } Wong Tong
Party of 2nd part

Permit No. 61

Cat. 201

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PHOTOSTAT

List of Indians of Musqueam Band renting land to Wong Tong, as per attached agreement:

Seymour Grant	2½ acres
Sylvester Campbell	1½ "
Christopher Guerin	1½ "
Johnny Guerin, Jr.	1½ "
Alex Peters	[illegible] "
Willie Guerin	[illegible] "

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PHOTOSTAT

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13167-15

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

Mr McLennan

416 Federal Building,
Vancouver, B.C.,
April 30th, 1945.

Department of Mines & Resources
Indian Affairs Branch
MAY 4 1945
REGISTERED

Indian Affairs Branch, Ottawa.

I enclose herewith annual permits issued to Chinese lessees on Musqueam I.R. #2, and would recommend approval of same.

The first payments of rent have been made and are being forwarded with the next revenue return.

(F.J.C.Ball)
Indian Agent

FB/C

Enc.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PERMITS 1945 MUSQUEAM INDIAN RESERVE, B. C.

Lessee	Permittee	Land Area	Rental
Seymour Grant	Sue On	1½ acres	$ 52.50
" "	" "	¼ "	10.00
" "	" "	½ "	17.50
Stephen August	" "	½ "	17.50
" "	" "	¼ "	10.00
" "	" "	1½ "	52.50
Alex Peters, Sr.	" "	1½ "	37.50
" " "	" "	4 "	140.00
Henry V. Louie	" " act. 84	2 "	70.00
" " "	Hong Kong Co. " 87	1.32 "	46.20
Mrs. Andrew Charles	" " " " 88	2.10 "	73.50
Cornelius Johnny	" " " " 89	3.6 "	126.00
" "	Man Lee Co. " 90	2 "	70.00
Patrick Johnny	" " " " 90	2 "	70.00
Alex Peters, Sr.	Man Lee	1 "	35.00
Joe Gabriel	Lai Nam Chow " 91	2½ "	87.50
Andrew Charles	Chow Chee " 92	5 "	250.00
Cornelius Johnny	Thomas L. Joe et al	2½ "	87.50
Patrick Johnny	" " "	2½ "	87.50
Seymour Grant	" " "	¼ "	15.00

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Locates	Permittee		Land Area		Rental
Stephen August	Thomas L. Joe et al		¼	acres	$ 15.00
Patrick Johnny	Harry Wong		6¼	"	218.75
Mrs. Andrew Charles	Chow Sai Wan	and 95	2	"	70.00
Seymour Grant	Lung Fat	" 96	1¾	"	61.25
Stephen August	" "	" 96	1¾	"	61.25
Joe Gabriel	Chow Jung		3½	"	122.50
Joe Gabriel	Chow Tuen		1½	"	52.50
Frank Charlie	Lee Sing Tuen	" 98	3	"	105.00
Mrs. T. Cole, Sr.	" " "	" 98	2	"	70.00
Cornelius Johnny	" " "	" 98	¾	"	26.25
Patrick Johnny	" " "	" 98	¾	"	26.25
Alex Peters, Sr.	" " "		2	"	90.00
Nelson Dan	" " "	" 100	2	"	70.00
Daniel Dan	" " "	" 100	2	"	70.00
Edward Sparrow	" " "		2	"	70.00
Sammy Grant	" " "		2	"	70.00
Mrs. Amanda Johnny	" " "		1	"	35.00
Walker Stogan	" " "	" 102	½	"	17.50
Vincent Stogan	" " "	102	½	"	17.50
Stephen August	Sam Lee	103	1½	"	52.50

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Locatee	Permittee		Land Area		Rental
Stephen August	Thomas L. Joe et al		¼	acres	$ 15.00
Patrick Johnny	Harry Wong		6¼	"	218.75
Mrs. Andrew Charles	Chow Sai Wan	and 95	2	"	70.00
Seymour Grant	Lung Fat	" 96	1¾	"	61.25
Stephen August	" "	" 96	1¾	"	61.25
Joe Gabriel	Chow Jung		3½	"	122.50
Joe Gabriel	Chow Yuen		1½	"	52.50
Frank Charlie	Lee Sing Yuen	" 98	3	"	105.00
Mrs. T. Cole, Sr.	" " "	" 98	2	"	70.00
Cornelius Johnny	" " "	" 98	¾	"	26.25
Patrick Johnny	" " "	" 98	¾	"	26.25
Alex Peters, Sr.	" " "		2	"	90.00
Nelson Dan	" " "	" 100	2	"	70.00
Daniel Dan	" " "	100	2	"	70.00
Edward Sparrow	" " "		2	"	70.00
Sammy Grant	" " "		2	"	70.00
Mrs. Amanda Johnny	" " "		1	"	35.00
Walker Stogan	" " "	" 102	½	"	17.50
Vincent Stogan	" " "	102	½	"	17.50
Stephen August	Sam Lee	103	1½	"	52.50

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Locates	Permittee	Land Area	Rental
Seymour Grant	Sam Lee 103	1½ acres	$ 52.50
Henry V. Louie	Dei Hong	2 "	78.75
Kenny Peters	" "	1 "	35.00
Seymour Grant	Joe Hip	3 "	105.00
Walker Stogan	Joe Suey & Wm. Wing	1 "	35.00
Vincent Stogan	" " " "	1 "	35.00
Frank Charlie	" " " "	1½ "	52.50
Edward Sparrow	" " " "	3 "	105.00
Christopher Guerin	Leslie Chan	2¾ "	96.25
Mrs. Amanda Johnny	" "	1½ "	52.50
Alex Peters, Sr.	" "	1½ "	52.50
Cornelius Johnny	Gee Wing	3 "	30.00
Ed. Sparrow	" "	3½ "	52.50
Seymour Grant	" "	1½ "	15.00
Steve August	" "	1½ "	15.00
Willie Guerin	Wong Tong	2½ "	25.00
Indians listed hereunder	" "	5¾ "	87.50

Seymour Grant	2½ acres
Sylvester Campbell	1¼ "
Christopher Guerin	1¼ "
Johnny Guerin, Jr.	1¼ "
Alex Peters	1¼ "
Willie Guerin	1¼ "

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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CANADA

13187-18

(2) Reve[illegible]

Ottawa, June 12, 1945.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Building,
Vancouver, B. C.

I wish to acknowledge the receipt of your letter of April 30th last, with which you submitted for approval sixty-one permits to Chinese, covering lands in the Musqueam Indian Reserve No. 2. These permits, as set forth in list attached hereto, are approved for the year ending December 31, 1945, and our records will be adjusted accordingly.

Acting Director.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

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NO FURTHER CORRESPONDENCE TO BE PLACED ON THIS FILE

SEE CURRENT VOLUME

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Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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CANADA

987/32-4-2-2 VOL. 4
CLOSED

TO	DATE	BY	TO	DATE	BY	REQ'D BY	PER	DATE
ALT	21/1/69	6						

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION - INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8090, File 987/32-4-2-2 pt. 4)

PUBLIC ARCHIVES
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Indian Affairs
Central Registry Files, 1874-1959

File (RG 10, Volume 8090)

987/32-4-2-2	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LANDS ON THE MUSQUEAM RESERVE 2 TO SOME CHINESE PEOPLE. (MUSQUEAM BAND).	1926-1933
987/32-4-2-2	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LANDS ON THE MUSQUEAM RESERVE 2 TO SOME CHINESE PEOPLE (MUSQUEAM BAND).	1934-1941
987/32-4-2-2	4	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LANDS ON THE MUSQUEAM RESERVE 2 TO SOME CHINESE PEOPLE. (MUSQUEAM BAND).	1941-1945
987/32-5-2	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SECHELT RESERVE 2 (SECHELT BAND).	1907-1931

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

FILE NO. ~~167~~ 987/32-5-2 A

CLOSED VOLUME
See Vol 2

— INDIAN AFFAIRS BRANCH —
DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

B

SUBJECT LEASE
SECHELT BAND
SECHELT RES. NO. 2
GENERAL
FRASER ~~AGENCY~~ DISTRICT

VOLUME 1
FROM August, 1907
TO May 1931

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
46	6	Reg	19/2/65	PA	46	19/2/65	
ALSL	11	Reg	3.1.66	PA	ALSL	7/2/66	3-6-66/27
DER	22	Reg	4.10.68	PA	DER	4/10/68	
LTS-1	33	Reg	27.8.70	PA	LTS-1	28/8/70	
LT4-1	14	Reg	19-8-71	PA	DLT 4-1	5-10-71	
DLT4-1-7	25	Reg	21-10-71	PA	DLT 4-1-7	21/10/71	
DLT4-1	25	Reg	13-3-72	PA	DLT 12-2	18/10/72	

B

FILE NO. ~~167~~ 987/32-5-2 VOL. 1

CLOSED VOLUME
See Vol 2

30-74D

1A 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

CLOSED VOLUME

See Vol

FILE NO. 167/32-5-2

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

SUBJECT Lease
Sechelt Band
Sechelt Res No 2
General
Fraser

VOLUME 2

FROM 1

TO A

FILE NO. 167/32-5-2

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use

1A 1-102

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C

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

[redacted]

No.

Department of Indian Affairs

19

NEW WESTMINSTER

KERSE

JOHN P. [illegible]

13167-5-2 Vol 1

CR-11

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

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Indian Reserve

Booming Ground. (Proposed)

Skid Road (Proposed)

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

Very Poor Copy

Sechelt. B.C.
Aug. 5th 1907.

313458

At a meeting of the male members of the Sechelt band of Indians held on their reserve this 5th day of August 1907, the following resolution moved by Chief Johnny and seconded by Chief Jules, was carried unanimously; that we the undersigned being a majority of the male members of the Sechelt band of Indians of the full age of twenty-one years, do hereby consent to the Indian Department granting to J. Magnusen the privilege, for logging purposes, of placing his camp buildings on our reserve No. 17, Pancouver Bay, B.C., constructing logging road through the reserve and of placing boom in front of reserve, as shown on plan submitted by him, for a yearly rental of $60.00.

Chief Jules His + mark
Chief Johnny His + mark
Henelle His + mark
Baziel His + mark
Francis Billy His + mark
Jim Andrew His + mark
Jim Alex His + mark
Antone Dixon His + mark
Joe Ladaly His + mark
Little Joe His + mark
Charley His + mark
Pierre August His + mark
Charley Roberts His + mark

OFFICE OF INDIAN SUPERINTENDENT
AUG 22 1907
B.C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313458

Capt. Charley His + mark
Capt. August - His + mark
Big August His + mark
Timothy His + mark
Peter His + mark
Johnny Wilson His + mark
John His + mark
Jimmy His + mark
John Baptiste His + mark
Augustine His + mark
August His + mark
Lazar His + mark
Alexander His + mark
Willie Paul His + mark
Old Paul His + mark
John Hall His + mark
Baptiste His + mark
Frank His + mark
Alexis His + mark

Witness -
R. McDonald,
Indian Agent,
Aug. 5th 1907.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313458

179/9

Indian Office, New Westminster, B.C.

August 20th 1907.

Sir:

I have the honor to enclose herewith an application in duplicated dated the 26th ultimo from Mr. T. Magnesen asking for the privilege of erecting camp buildings on the Sechelt Indian reserve No. 17, Vancouver Bay, Jarvis Inlet, B. C., also of constructing a logging road through the reserve and a boom in front thereof, as shown on plan herewith enclosed in duplicate; I also enclose herewith the written consent of a majority of the male members of the Sechelt band of the full age of twenty-one years, to the Department granting to the applicant the concession applied for by him at an annual rental of $60.00.

There are none of the Indians living on this reserve and if the concession were granted to the applicant it would not be any injury to the reserve, nor inconvenience to the owners. There is no timber in the way of constructing the logging road, and as the annual rental above mentioned is considered ample compensation I would recommend the application to the favourable consideration of the Department.

I have the honor to be,

Sir

Your obedient servant,

R Cunningham

Indian Agent.

A. W. Vowell, Esq.

Indian Superintendent

Victoria, B. C.

OFFICE OF INDIAN SUPERINTENDENT B.C. AUG 20 1907

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313458

DEPARTMENT OF INDIAN AFFAIRS. 1907

LAND BRANCH AUG 31 1907

British Columbia.

Lands

171 P. S. Indian Office,

Victoria, August 22nd, 1907.

Sir,- I have the honor to forward herewith a letter, dated the 20th instant, No. 179/9, received from Mr. Agent McDonald, of the Fraser Agency, B. C., with application therein mentioned from Mr. T. Magnesen for the privilege of erecting camp buildings on the Sechelt Indian reserve No. 17, Vancouver Bay, Jervis Inlet, also of constructing a waggon road through the reserve and a boom in front thereof as shown on the plan attached to the application. The written consent of the Indians interested in the reserve will be found attached to the Agent's letter. In view of the fact, as stated by Mr. McDonald, that the reserve referred to is not used by the Indians and that no injury would be done thereto I would recommend the application to the Department's favorable consideration especially as the rental of $60.00 per annum is considered ample for the concession sought and would be a clear gain to the Indians.

Mr. Dr. Not in Gov. Belt - J. B.

Mr. Dr. Is this written by the Agt?

Your obedient servant,

Indian Superintendent, B. C.

The Secretary

Department of Indian Affairs,

Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

313,458.

Ottawa, 9th September, 1907.

Sir:-

I beg to acknowledge the receipt of your communication of the 27th ultimo, No. 171,F-5, enclosing papers in connection with application of Mr. T. Magnesen, for the privilege of erecting camp building, constructing a waggon road and building a boom on the Sechelt Indian Reserve, No. 17, and in reply to say that in view of the attitude assumed by the Prpvincial Government, the Department is not in a position to give favourable consideration to application.

Your obedient servant,

Secretary.

A.W.Vowell, Esq.,
Indian Superintendent,
Victoria,
B.C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

31345-8

Rosedale B.C.

June 16th 1916

Secretary Lands

Department of Indian Affairs

Ottawa Ont.

431352

Dear Sir. Would you kindly inform me if it is possible for me to lease the Schelowt Indian Reserve in the Chilliwack valley if so to whom shall I apply. I might say that this reserve contains about 250 or 280 acres of land which is heavy clearing there are no Indians living on it now since the death of Dick Roberts besides paying a small yearly rental I would clear all the land also fence the same & erect farm buildings but it would be necessary for the lease to run for at least 50 years. I think this is a good proposition for the department as the reserve at present is useless hoping to hear from you soon yours truly A. H. Mercer.

DEPARTMENT OF INDIAN AFFAIRS JUN 23 1916

LANDS BRANCH JUN 23 1916

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

313,458

Ottawa, June 23, 1916.

Sir,

I have to acknowledge the receipt of your letter of the 16th instant, asking if it was possible to lease the Sechelt Indian reserve, and in reply to say that, pending the settlement of the question of title to Indian reserves in British Columbia, now under consideration by the Royal Commission, the Department is not in a position to consider your application.

Your obedient Servant,

W. A. Orr.

In Charge Lands & Timber Branch.

A. H. Mercer, Esq.,
Rosedale, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

313458

REAL ESTATE
TIMBER
MINES

TELEPHONE SEY. 1462

INSURANCE
FINANCIAL
BONDS

536848

DEPT. OF INDIAN AFFAIRS
APR 19 1920
RECORDS

JOHN D. KEARNS
BROKER

470 GRANVILLE STREET
VANCOUVER, CANADA

April 9,
1 9 2 0.

535780

Duncan Scott, Esq.,
Deputy Minister,
Indian Affairs,
OTTAWA: ONT.

Dear Sir:

By today's mail I am forwarding to Mr. Peter Byrne, Indian Agent at New Westminster a consent from the Indians at Sechelt Reserve regarding a lease of the waterfront there. No doubt this will come before you in a few days.

For your information I may say that my purpose in getting this lease is to inaugurate a summer camp at Sechelt more particularly to be regarded as a recreation place for Catholics. The Indians have a very nice church on the reserve and a priest is resident there. This feature coupled with the water frontage facilities makes the location desirable for our purposes and explains why I desire the lease. I may also add that such a venture as this offers to those interested practically no inducement as to profits. It is more or less a community service proposition and in this case has complete approval of the Indians.

You will probably remember the writer as having called at your office recently in the company of Senator Shatford and I shall esteem it a very great favor if you will assist in arriving at an early decision with respect to my application.

Thanking you in anticipation, I am

Yours very truly,

Jno. D. Kearns

JDK/N

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

313458

April 22, 1920.

Dear Sir:

In reply to your letter of the 9th inst. I have to inform you that the Department has not yet heard from Mr. Agent Byrne in connection with the waterfront at the Sechelt Reserve. When his report is received the Department will be in a position to give further consideration to the matter.

Yours truly,

Deputy Superintendent General.

John D. Kearns, Esq.,
470 Granville St.,
Vancouver, B.C.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

313458

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
MAY 22 1920
RECORDS

New Westminster, B.C.

May 17th, 1920. 19

IN YOUR REPLY REFER TO
No. 505/35/T.
ALSO
TO DATE OF THIS LETTER

Surveys for de explain
2 Lands

DEPT. OF INDIAN AFFAIRS
MAY 25 1920
SURVEYS

537956

Sir,—

Mr. J. D. Kearns has made application to lease approximately 10 acres of land on Sechelt Indian Reserve No. 2, at an annual rental of $5.00 per acre.

The object for which the land is required is to erect summer cottages thereon, the rough sketch enclosed shows the location of the land desired.

The Indians having consented to a lease being granted, I would respectfully recommend that favonmable consideration be given to the application.

LANDS BRANCH
MAY 21 1920

Your obedient servant,

Peter Byrne

Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313458

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa, 26th May 1920.

Description for lease

All that portion of land in the Seshelt Indian reserve Number Two of the Seshelt band in the New Westminster District, Province of British Columbia and Dominion of Canada, containing approximately ~~thirteen acres~~ ten acres and four tenths of an acre and described as follows,-

COMMENCING at the intersection of the South limit of the said reserve with high water mark on Trail Bay; thence East along the said southerly limit ~~seven~~ six chains more or less to a point distant ~~eighteen~~ nineteen chains from the South-East angle of the said reserve; thence North twenty-six chains; thence West ~~seven~~ six chains more or less to the high water mark of Trail Bay; thence southerly following the said high water mark to the point of commencement.

S. B.

18.
2.6
10.4

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FORM 1 T.W.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

GREAT NORTH-WESTERN TELEGRAM

Z.A.LASH, PRESIDENT — HEAD OFFICE, TORONTO, ONT. — GEO.D.PERRY, GENERAL MANAGER

313485

MAY 26 1920

MAY 26 AM 9 31

A11 N 80 NL

VANCOUVER BC 25 5380

538099

DUNCAN C SCOTT

216

DEPUTY SUPT GENERAL INDIAN AFFAIRS OTTAWA ONT

UNDERSTAND MY APPLICATION TO LEASE PORTION OF FORESHORE SECHELT RESERVE NOW BEFORE YOU WITH AGENT BYRNES RECOMMENDATION FAVORABLE CONSIDERATION ON THE IMPORTANCE HAVING MATTER DISPOSED OF EARLIEST POSSIBLE DATE WOULD GREATLY APPRECIATE YOU GIVING BYRNE THAT CONSENT FORMS FOR MEMBERS ARE BEING FORWARDED AND GIVING HIM AUTHORITY TO PROCEED IN THE REGULAR WAY UNDER SUCH CIRCUMSTANCES SHOULD THE GENERAL TERMS OF LEASE HAVE CONSENT OF INDIANS AND DEPARTMENT IT IS MY.

Dist

Opened G.A.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

GREAT NORTH-WESTERN TELEGRAM

Z.A.LASH, PRESIDENT — HEAD OFFICE, TORONTO, ONT. — GEO.D.PERRY, GENERAL MANAGER

A11 N SHEET 2/10

INTENTION SEE YOU IN OTTAWA MIDDLE JUNE TO COMPLETE DETAILS

JOHN D KEARNS.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 313,458.

May 28, 1920.

Sir,-

Referring to your letter of the 17th instant, No. 503-35-7, in regard to application of Mr. J. D. Kearns to lease ten acres of land on the Seshelt Indian Reserve No. 2, I beg to inclose a form of surrender, in duplicate, which you are hereby authorized to submit to the Band under and in accordance with the provisions of the Indian Act.

I am also inclosing instructions for your guidance in taking surrender, and have to request that you will comply with the requirements thereof, especially so in regard to furnishing a voters' list and certifying as to the number of Indians present at the meeting, the number voting for the surrender and the number voting against.

Your obedient Servant,

Duncan C. Scott

Deputy Superintendent General.

Peter Byrne, Esq.,
Indian Agent,
New Westminster, B. C.

Wno

DCS

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

LIST OF NAMES OF INDIANS ENTITLED TO VOTE ON THE SURRENDER OF A PORTION OF THE SECHELT INDIAN RESERVE. (No. 2)

NAMES	VOTING FOR.	VOTING AGAINST.
1. Chief Julius	X	
2. Chief George	X	
3. Chief John	X	
4. Piell Moody	X	
5. Frank Eugene	X	
6. Alex. William	X	
7. Jim August	X	
8. Basil Joe	X	
9. Tommy Johnny	X	
10. Jimmy Johnston	X	
11. Jim Alex.	X	
12. William Paul	X	
13. Isaac Shield	X	
14. Little George	X	
15. August Felix	X	
16. John Baptist	X	
17. Alfonse Baptist	X	
18. Peter Barnwell	X	
19. Stephen Tom	X	
20. Capt. Joe	X	
21. Dan Paul	X	
22. Old August	X	
23. John Hall	X	
24. Little Paul	X	
25. Lawrence Johnston	X	
26. Charley Roberts	X	
27. Billy Johnston	X	
28. Tony Hurst	X	
29. Pat Julius	X	
30. Louie Johnny	X	
31. Alfred Johnston	X	
32. Tommy Julius	X	
33. Willie Paul	X	

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NAMES	VOTING FOR.	VOTING AGAINST.
34. James Johnston	X	
35. Fits. Louie		
36. Capt. George		
37. Michael Paul.		
40. Louie Johnny.		
41. Old George.		
42. Noel Paul		
43. Johnny Charley.		
44. Joe Le Delly.		
45. Chief Johnston.		
46. Captain Dan.		
47. Johnny Johnston.		
48. Francis Billy		
49. Moses Billy		
50. Abram Jeffery.		
51. Sam Julian		
52 Tommy Julian		
53. Joe Dixon		
54. Chief Tom		
55. Little Joe		
56. Edien August		
57. Little Jack.		
58. Johnny Wilson.		
59. Charley Jones.		
60. David Paul.		
61. Joseph August		
62. Bazil Joe.		
63. Louie August.		

I hereby certify that the names of the Indians with a cross opposite, they voted in favour of the surrender, the others were absent from the Reserve when the Surrender was taken.

Peter Byrne

Indian Agent.

July 24th, 1920.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

LIST OF NAMES OF INDIANS ENTITLED TO VOTE ON THE SURRENDER OF A PORTION OF THE SECHELT INDIAN RESERVE. (No. 2)

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1. Chief Julius	X	
2. Chief George	X	
3. Chief John	X	
4. Piell Moody	X	
5. Frank Eugene	X	
6. Alex. William	X	
7. Jim August	X	
8. Basil Joe	X	
9. Tommy Johnny	X	
10. Jimmy Johnston	X	
11. Jim Alex.	X	
12. William Paul	X	
13. Isaac Shield	X	
14. Little George	X	
15. August Felix	X	
16. John Baptist	X	
17. Alfonse Baptist	X	
18. Peter Barnwell	X	
19. Stephen Tom	X	
20. Capt. Joe	X	
21. Dan Paul	X	
22. Old August	X	
23. John Hall	X	
24. Little Paul	X	
25. Lawrence Johnston	X	
26. Charley Roberts	X	
27. Billy Johnston	X	
28. Tony Hurst	X	
29. Pat Julius	X	
30. Louis Johnny	X	
31. Alfred Johnston	X	
32. Tommy Julius	X	
33. Willie Paul	X	

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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36. Capt. George		
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Peter Byrne

Indian Agent.

July 24th, 1920.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

313458

DEPT. OF INDIAN AFFAIRS
AUG 3 1920
RECORDS

INDIAN AGENT'S OFFICE

New Westminster, B.C.

July 27th, 1920. 19

IN YOUR REPLY REFER TO
No. 147/36/T.
ALSO
TO DATE OF THIS LETTER

Lands

540027

LANDS BRANCH
AUG 6 1920

Sir,—

I beg to forward, herewith, Surrender, in duplicate, of a portion of the Sechelt Indian Reserve No. 2 of the Sechelt Band of Indians, duly taken by me in accordance with instructions received from you.

Enclosed, herewith, also is a Voters' List giving the names of the Indians entitled to vote, all those who were present voted in favour of the surrender, the other Indians were absent from the Reserve at the time the surrender was taken, although I notified them two weeks previous of the date of the meeting.

From information received from the Indians who were present at the meeting, I gathered that all the members of the Band were in favour of the Surrender.

Please refer to your letter dated the 28th of May last, No. 313,458.

I have the honour to be,

Sir,

Your obedient servant,

Peter Byrne

Indian Agent.

Duncan C. Scott, Esq.,
Deputy Superintendent General of Indian Affairs,
Ottawa, Ont.

Submitted for approval
I would recommend the surrender be accepted
D.C.S.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313456

Ottawa, August 9, 1920.

His Excellency

The Governor General in Council.

The undersigned has the honour to submit herewith a surrender, in duplicate, made on the 24th day of July, 1920, by the Seshelt band of Indians of Jervis Inlet, of approximately 10.4 acres of land (described in the surrender), in the Seshelt Indian reserve No.2, in the New Westminster District in the province of British Columbia; the said surrender having been made with a view to the land covered thereby being leased for the benefit of the Indians.

The surrender has been duly authorized, executed and attested in the manner required by the 49th Section of the Indian Act, and the undersigned would recommend that the same be accepted by Your Excellency in Council, the original surrender to be returned to the Department of Indian Affairs and the duplicate thereof to be kept of record in the Privy Council Office.

Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

323458

Herewith is a surrender of 10.4 acres of land in the Seshelt Indian reserve No.2, in the New Westminster District, B.C., for leasing purposes.

An application has been received from Mr.J.D.Kearns, Broker, of Vancouver, for lease of this land in order to erect summer cottages thereon. Mr.Kearns plans the establishment of a summer camp for members of the Catholic Church to which these Indians belong. The exact terms of the proposed lease have not yet been arranged but a reasonable amount will be charged for the use of the property.

The Indian Agent reports that 61 Indians were entitled to vote, that 34 were present at the meeting and that all present voted for surrender. He also states that from information received from the Indians who were present at the meeting he gathered that all the members of the band were in favour of the surrender.

Indian Affairs,
Ottawa, August 9, 1920.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313458

Ottawa, September 8, 1920.

Sir,-

(Incl.)

I have the honour to inclose herewith for registration in your Department a surrender made by the Seshelt band of Indians of Jervis Inlet, of approximately 10.4 acres of land (described in the surrender) in the Seshelt Indian reserve No.2, in the New Westminster District in the Province of British Columbia, with a view to the land covered thereby being leased for the benefit of the Indians, which surrender was accepted by His Excellency the Governor General on the 25th August, 1920.

Be good enough to return the instrument to this Department with a certificate of registration endorsed thereon.

Your obedient servant,

J. D. McLEAN

Asst. Deputy and Secretary.

Thomas Mulvey, Esq., B.A., K.C.,
Under Secretary of State,
Ottawa.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

313458

Ottawa, September 8, 1920.

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Be good enough to return the instrument to this Department with a certificate of registration endorsed thereon.

Your obedient servant,

J. D. McLEAN

Asst. Deputy and Secretary.

Thomas Mulvey, Esq., B.A., K.C.,
Under Secretary of State,
Ottawa.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313 458-

OTTAWA, 23rd September 1920-

Sir-

Referring to your letter of the 27th July, I beg to say that Surrender of a portion of the Sechelt Indian Reserve No 2, has been accepted by His Excellency in Council and the Department is, therefore, now in a position to consider the issue of lease to Mr. J.D. Kearns, who has made applicant therefor.

Kindly report in this matter, giving the term for which lease is desired and the conditions upon which same shall be issued, upon receipt of which this matter will be given immediate consideration.

Your obedient servant

In charge Lands & Timber Branch

Peter Byrne, Esq.,
Indian Agent,
New Westminster,
B.C.-

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

31348

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DEPT. OF INDIAN AFFAIRS
OCT 8 1920
RECORDS

No.2936
BA.

543292

Ottawa, October 7th, 1920.

Lands

Sir,

I have the honour to return to you, herewith, the same having been duly registered in this Department, Surrender made by the Seshelt band of Indians of Jarvis Inlet of land in the Seshelt Indian reserve No.2, in the District of New Westminster, British Columbia.

I have the honour to be,

Sir,

Your obedient servant,

Confirmed 13 Apl 1916

Encl.

P. Pelletier

Acting Under-Secretary of State.

To the Secretary,

Department of Indian Affairs,

Ottawa.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

October 7, 1920.

No. 477-36-T

COPY

Peter Byrne, Esq.,
Indian Agent,
New Westminster, B.C.

Dear Sir:

Your letter of the 6th relative to the surrender of a portion of the Sechelt Indian Reserve No. 2. received and for which accept my thanks.

The terms upon which the lease of this land is desired by me are as follows:-

1. The term shall be for a period of 25 years.

2. The yearly rental shall be on a basis of $5.00 per acre.

3. The name of the lessee is John Dominic Kearns, Broker, 470 Granville St., Vancouver, B.C., his heirs, executors or assigns.

4. The lease shall contain a clause providing for a renewal or the lease at its expiration for 25 years, worded in such a manner as to be satisfactory to your department.

5. The lease shall contain a clause which provides that the lessee shall have the right to purchase in fee simple, the said land providing that at any time during the term of said lease, the Sechelt Indian Reserve or that portion of it surrounding the said land may be alienated from the Government to anyone else other than the Indians and the consideration for same to be on the same basis as that received by the Government for the other land so alienated.

6. A clause shall be inserted in the lease giving the lessee right to use for domestic purposes any spings or running

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

water on the Sechelt Reserve not required by the Indians themselves in their settlement.

7. The lease shall contain a clause permitting the lessee to sub-let a portion or portions of the leased area.

The above conditions are stated by me as being necessary for the purposes for which it is intended to utilize the leased land. For your information and to make my position perfectly clear, I wish to inform you that my purpose in securing this lease and the conditions upon which the Indians gave their consent to same was for the purpose of establishing a summer camp. It is my intention to erect cottages on the land and to endeavor to make it a summer place for members of the Catholic church. It is not our intention to exploit this land on a profit making scheme but rather with philanthropic motives. It is my intention to form a limited company to develop the project and you will oblige me very much if you can expedite the lease as much as possible.

Yours very truly,

JDK/N

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

313458

REAL ESTATE
TIMBER
MINES

TELEPHONE SEYMOUR 8303

INSURANCE
FINANCIAL
BONDS

JOHN D. KEARNS
BROKER

470 GRANVILLE STREET
VANCOUVER, CANADA

DEPT. OF INDIAN AFFAIRS
OCT 15 1920
RECORDS

October 9, 1920.

543596

Duncan C. Scott, Esq.,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Dear Sir:

I enclose herewith copy of letter that I have forwarded today to Mr. Peter Byrne, Indian Agent, New Westminster, with regard to leasing a portion of the Sechelt Indian Reserve, No. 2. I am forwarding this letter for your perusal as I had a letter from Mr. Byrne this morning stating that he had received my letter and that it was doubtful if the Department would consider all the terms stated by me.

The terms mentioned in my letter have perhaps appeared formidable to Mr. Byrne but I take this occasion to assure you that there is really nothing unreasonable in my request. All I desire is a lease that will permit me to go forward and develop that small portion of land into a summer camp for Vancouver business people who may desire to spend their summers at that point. We expect the visitors there during the summer will be mostly Catholics. You will readily observe that we must have some assurance as to domestic water supply and I am sure you will agree with me that it is not unreasonable to ask for an extension of the lease, inasmuch as by the end of the present lease we will have a considerable investment in cottages etc. on the premises and the place will have become a recognized summer camping place. It has no value to the Indian Reserve unless the entire coast line were utilized for some marine purposes. The soil is of no value for agricultural purposes.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

REAL ESTATE
TIMBER
MINES

TELEPHONE SEYMOUR 8303

INSURANCE
FINANCIAL
BONDS

JOHN D. KEARNS
BROKER

470 GRANVILLE STREET
VANCOUVER, CANADA

I feel further that should the reserve at any time be sold or disposed of to others than Indians, I should be permitted to buy the portion we have leased, for the same consideration as extended to the others. This, it seems to me is a reasonable request.

While in the foregoing I have pointed out the demerits of this land, it is only fair for me to assure you that it is particularly well-adapted for a summer camp site and I feel satisfied it would be a distinct benefit to the constituency I have in mind, as a well-organized summer camping ground.

Thanking you for past personal favors and in anticipation of an early reply, I am

Yours very truly,

Jno. D. Kearns.

JDK/N

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

File 313,458.

October 15, 1920.

Sir,-

I have to acknowledge the receipt of your letter of the 9th instant, in regard to your application to lease a portion of land on the Sechelt Indian Reserve No. 2, and in reply to say that I shall take this matter up immediately Mr. Agent Byrne's report has been received.

I may say that Agent Byrne has been asked to submit his report in the matter, which was called for some time ago, as early as possible.

Your obedient Servant,

Duncan C. Scott

Deputy Superintendent General.

WWO

DCS

John D. Kearns, Esq.,
470 Granville St.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 313,458.

October 15, 1920

Sir,-

Referring to letter addressed you on the 23rd ultimo, in connection with application of Mr. J. D. Kearns, to lease a portion of the Sechelt Indian Reserve No. 2, I have to request that you will be good enough to favour the Department with the information called for therein as early as possible.

Your obedient Servant,

Duncan C. Scott

Deputy Superintendent General.

WAD / DCI

Peter Byrne, Esq.,
Indian Agent,
New Westminster, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

81345-8

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
OCT 30 1920
REGISTRY

New Westminster, B.C.

IN YOUR REPLY REFER TO
No. 599/36/T.
ALSO
TO DATE OF THIS LETTER

October 25th, 1920. 19

544045

Sir,—

Referring to your letter of the 9th inst., No.427,010-53A, received on my return from the North, I beg to state that the terms upon which the lease of this land is desired by Mr. J.D. Kearns are as follows:

1. The term of the lease desired by him is for a period of 25 years.

2. The name of the lessee is John Dominic Kearns, Broker, 470 Granville St., Vancouver, B.C., his heirs, executors and assigns.

3. The yearly rental shall be $5.00 per acre.

4. The lease should contain a clause providing for a renewal for a further period of 25 years.

5. That the lessee shall have the right to purchase the said land providing that at any time during the term of the said lease, the Sechelt Indian Reserve No. 1 or that portion of it surrounding the leased land is sold to anyone else other than the Indians, at the same price received for the land, if sold.

6. The lease shall contain a clause permitting the lessee to sub-let a portion or portions of the leased area.

The above conditions are necessary for the purposes for which the land is intended to be used. Mr. Kearns will erect summer camps thereon and also cottages. It is not his intention to exploit this land on a profit making scheme.

I regret that this information was not furnished sooner, but the delay was caused owing to my absence from the office.

I have the honour to be,
Sir,
Your obedient servant,

Peter Byrne
Indian Agent.

Duncan C. Scott, Esq.,
Deputy Superintendent
General of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313,458.

Ottawa, November 9, 1920.

Sir,-

In reply to your letter of the 25th ultimo, No. 599-36-2, I beg to inclose lease, in triplicate, in favour of John D. Kearns for land on the Seshelt Reserve, which you will be good enough to have executed by the lessee and return all documents to the Department, when one copy will be returned you after signature by the Deputy Superintendent General.

You will also be good enough to collect the first year's rental and forward same to the Department.

I may say that it has been considered inadvisable to insert a clause in the lease providing for renewal thereof.

Your obedient Servant,

WAO

In Charge Lands & Timber Branch.
(W. A. Orr)

Peter Byrne, Esq.,
Indian Agent,
New Westminster, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313458

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
NOV 27 1920
RECORDS

New Westminster, B.C.

November 22nd, 1920.

IN YOUR REPLY REFER TO
No. 45/38/U.
ALSO
TO DATE OF THIS LETTER

545175

Sir,—

Referring to Departmental Letter dated the 9th inst., No.313,458, I beg to forward, herewith, Lease, in triplicate, from the Department to Mr. J. D. Kearns, of land on the Sechelt Indian Reserve No. 2, signed by him, as requested.

Your obedient servant,

Peter Byrne

Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
NOV 27 1920
RECORDS

New Westminster, B.C.

IN YOUR REPLY REFER TO
No. 46/38/U.
ALSO
TO DATE OF THIS LETTER

November 22nd, 1920. ~~19xx~~

545161

Sir,—

Referring to Departmental Letter dated the 9th inst., No.313,458, I beg to forward, herewith, Rent Return, in duplicate, together with Bank Draft No. 2085, for the sum of $50.00, rental of lands on the Sechelt Indian Reserve No. 2 leased to Mr. John D. Kearns by the Department.

INDIAN BRANCH
NOV 29 1920

Your obedient servant,

Peter Byrne

Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 2085 — 54 1 31345-8

Duplicate for Department.

$ 50.00/100 Bank of

NEW WESTMINSTER, B.C. NOV 22 1920 191

Received from Peter Byrne, Indian Agent

on account of Rental for land on Seabell Indian Reserve No. 2.

the sum of Fifty 00/100 Dollars.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Duplicate,

Ent'd. 133

Pro. Manager.

41241

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313 458-

OTTAWA, 2nd December, 1920-

Sir-

Referring to your letter of the 22nd Ultimo, I enclose herewith Lease No 74, in duplicate, duly executed, in favour of John D. Kearns, covering land on the Seshelt Indian Reserve, duplicate to be kept of record in your office and triplicate given to the said lessee.

Your obedient servant

In charge Lands & Timber Branch

Peter Byrne, Esq.,
Indian Agent,
NEW WESTMINSTER,
B. C.-

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REAL ESTATE
TIMBER
MINES

TELEPHONE SEYMOUR 8303

INSURANCE
FINANCIAL
BONDS

31345-8

DEPT. OF INDIAN AFFAIRS
DEC 14 1920
RECORDS

JOHN D. KEARNS
BROKER

470 GRANVILLE STREET
VANCOUVER, CANADA

December 9, 1920.

Your File 513458

545944

Duncan C. Scott, Esq.,
Deputy Superintendent General,
Indian Affairs,
Ottawa, Ont.

Dear Sir:

I notice that a Mr. Hughes of Sechelt is making application for water rights covering the spring on the Sechelt Reserve. In view of the fact that you have been kind enough to give me a lease on ten acres of water front of the Sechelt Reserve, I consider it only right to advise you that in making application for the lease I contemplated using this very spring for our supply of domestic water and should an exclusive right be granted to Mr. Hughes, I am afraid it would adversely affect my plans very much. I have no desire whatever to prevent anyone using the water but suggest that an adequate supply at least should be preserved for use on the Reserve.

I am writing this letter simply to advise you of the situation. It is my intention to visit Sechelt within the next two weeks and to make a survey of the entire situation with regard to water supply etc., after which I shall fully advise you.

Yours very truly,

Jno. D. Kearns.

JDK/N

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REAL ESTATE
TIMBER
MINES

TELEPHONE SEYMOUR 8303

INSURANCE
FINANCIAL
BONDS

JOHN D. KEARNS
BROKER

470 GRANVILLE STREET
VANCOUVER, CANADA

January 5, 1924.

Your File:
727/36/T

Peter Byrne, Esq.,
Indian Agent,
New Westminster, B.C.

Dear Sir:

With further reference to this matter I beg to advise that after checking up the measurements stated in the lease received by me from the Indian Department, I find that a small area has been left out of the description which should have been included. This portion is at the south east corner of the leased land and is a sort of triangular shape. The other measurements stated by the lease are quite satisfactory when amended to suit the southern boundary measurement, and I shall appreciate it very much if you would have the lease changed to include the area mentioned.

In order to place the matter clearly before yourself and the Department I have had it surveyed and enclose herewith a sketch showing exactly how the property lies. You will observe that the new measurement will give eleven acres exactly in the lease. You will also observe that immediately to the south of the Indian Reserve lies District Lot 1329 which has been subdivided and a gazetted road projected through same at a width of 66 feet. This road continues across the Reserve as indicated by the enclosed sketch and by following the original description in the lease our eastern boundary would be projected through the middle of the waggon road now passing through the Indian Reserve.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REAL ESTATE
TIMBER
MINES

TELEPHONE SEYMOUR 8303

INSURANCE
FINANCIAL
BONDS

JOHN D. KEARNS
BROKER

470 GRANVILLE STREET
VANCOUVER, CANADA

It seems to me that the alteration of the lease according to the sketch submitted will fully comply with the wishes and desires of all concerned and I am preparing herewith triplicate forms of the amended description by metes and bounds and signing same in order that they might, after receiving Mr. Scott's signature, be attached by the Department to the original lease if that method is preferred to the execution of a new lease.

As soon as I receive the amended lease from Ottawa, it is my intention to proceed immediately with the clearing of this area and I would appreciate it very much if you would facilitate the matter as much as possible.

Thanking you in advance for this, I am

Yours very truly,

Jno D Kearns

P.S. Enclosed find also the triplicate copy of my lease which I am returning to be amended as above.

JDK/N

Jdk

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

31345-8

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
JAN 17 1921
RECORDED

New Westminster, B.C.

IN YOUR REPLY REFER TO
No. 301/38/D.
ALSO
TO DATE OF THIS LETTER

January 11th, 1921.

547128

Sir,—

I beg to return, herewith, duplicate and triplicate copies of Lease of a portion of the Sechelt Indian Reserve No. 2 to Mr. John D. Kearns of the City of Vancouver, together with Surveyor's sketch and an amended description of the property leased.

Mr. Kearns on checking up the measurements found that there was a small fraction lying west of the Provincial highway, which he would like to have included in the Lease.

I am also forwarding, herewith, a communication received from Mr. Kearns in regard to this matter, which speaks for itself, and I would respectfully recommend that the changes desired by him be made.

Your obedient servant,

Peter Pepper

Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

LAND BRANCH
JAN 17 1921

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313,458.

Ottawa, January 18, 1921.

Sir,-

I have to acknowledge the receipt of your letter of the 11th instant, No. 301/38/D, returning lease of a portion of the Sechelt Indian Reserve No. 2 to Mr. John D. Kearns, and asking to have a small fraction lying west of the provincial highway included therein.

In reply I beg to say that the Department is not in a position to comply with your request, as the portion which Mr. Kearns asks to have included in the lease has not been surrendered by the Indians.

I am, therefore, returning the duplicate and triplicate of lease.

Your obedient Servant,

W A Orr

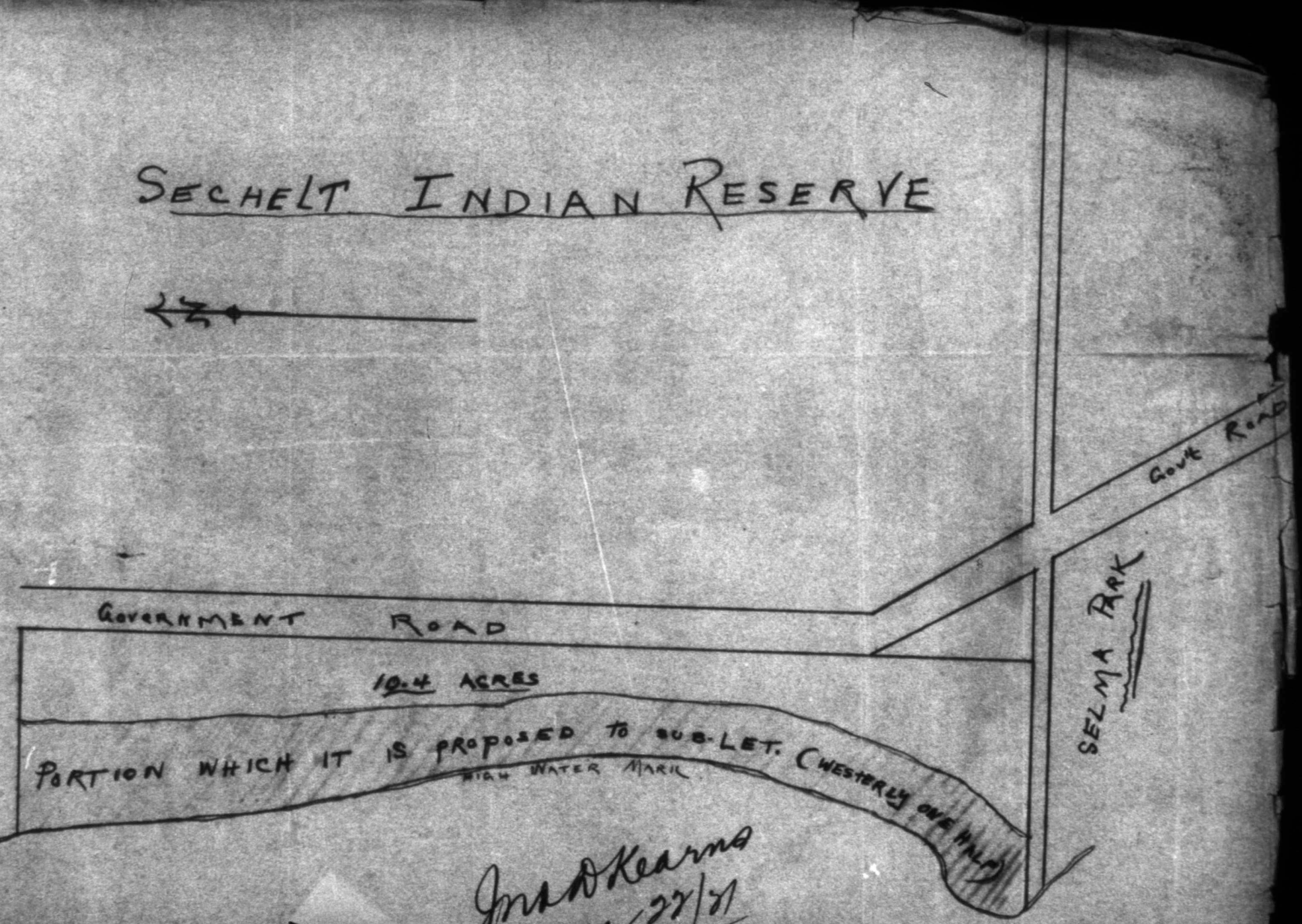
(W. A. Orr)
In Charge Lands & Timber Branch.

Peter Byrne, Esq.,
Indian Agent,
New Westminster, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

SECHELT INDIAN RESERVE



Jas D Kearns
Mar 22/21

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REAL ESTATE
TIMBER
MINES

TELEPHONE SEYMOUR 8303

INSURANCE
FINANCIAL
BONDS

JOHN D. KEARNS
BROKER

470 GRANVILLE STREET
VANCOUVER, CANADA

March 22,
1 9 2 1.

Your File No. 313458

Duncan C. Scott, Esq.,
Deputy Superintendent,
Indian Affairs,
Ottawa, Ont.

Dear Sir:

In view of the fact that I am now making arrangements for the development of the area held by me under the lease from you at the Sechelt Indian Reserve, I desire your consent to sublet a portion or portions of said Reserve.

As stated in a former communication, we are going to use this land for the development of a summer colony and it will be necessary to sublet portions suitable for the erection of summer cottages.

In view of the fact that this land is still covered with brush and timber, it is impracticable to prepare a subdivision plan of same until the land is clear. In the meantime I desire to encourage people to make definite arrangements and select their sites and in order to enable this to be done without further delay I would ask your permission to sublet a portion or portions of the property I have under lease, and would specify that you give me this consent for the westerly one-half of the property. In order that you may know exactly what I desire, I am enclosing a rough pencil sketch of the land and which explains my desires.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REAL ESTATE
TIMBER
MINES

TELEPHONE SEYMOUR 5303

INSURANCE
FINANCIAL
BONDS

JOHN D. KEARNS
BROKER

470 GRANVILLE STREET
VANCOUVER, CANADA

Just as soon as we are in a position to have the land surveyed and a proper subdivision plan prepared, copy of same will be forwarded to you. In the meantime, however, I would consider it a favor if you would immediately forward your permission to sublet along the lines mentioned.

Yours very truly,

Jno D. Kearns.

JDK/N

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

313458

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
MAR 29 1921
RECORDS

New Westminster, B. C.

IN YOUR REPLY REFER TO
No. 8/39/R.
ALSO
TO DATE OF THIS LETTER

March 23rd, 1921. xxxx

550285

Sir,— Departmental File No.313458-Lease No.74.

I beg to forward, herewith, a communication received by me from Mr. John D. Kearns desiring the consent of the Department to the subletting by him of a portion of Sechelt Indian Reserve No. 2, formerly leased to Mr. Kearns.

I would respectfully recommend that favourable consideration be given to this application.

LAND BRANCH
MAR 30 1921

I have the honour to be,
Sir,
Your obedient servant,

Indian Agent.

Duncan C. Scott, Esq.,
Deputy Superintendent General of Indian Affairs,
OTTAWA, ONT.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

31st March, 1921-

Sir-

I beg to acknowledge the receipt of your letter of the 23rd Instant, enclosing application from Mr. John D. Kearns to sub-let a portion of Sechelt Indian Reserve No 2, held by him under Lease No 74, and in reply to say that, in accordance with provision in said Lease, permission is hereby granted, as desired.

It is, however, to be distinctly understood that the Department will expect you to assure yourself that the parties to whom Mr. Kearns sub-lets the land are desirable, as tenants of lands on an Indian Reserve.

Your obedient servant

Duncan C. Scott

Deputy Superintendent General
of Indian Affairs,-

Peter Byrne, Esq.,
Indian Agent,
NEW WESTMINSTER,
B. C.-

Poor copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 4175

Duplicate for Department.

$ 54.00

Bank of

19

Received from L. M. Dyney Acting Indian Agent

on account of Rental for land on Sechelt Indian Reserve No 2.

the sum of Fifty-Four 00/100 Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

133

Signed in Triplicate,

Pro. Manager.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153/40 ~~313458~~

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
DEC 7 1921
RECORDS

New Westminster, B.C.

IN YOUR REPLY REFER TO
No. 522/40/D.
ALSO
TO DATE OF THIS LETTER

December 2nd, 1921.

560608

Dep. File No. 313458.

EXD.

Sir,—

I beg to forward, herewith, Rent Return, in duplicate, together with Bank Draft No. 4175 for the sum of $54.00, being rental for land leased on the Sechelt Indian Reserve No. 2 by Mr. John D. Kearns, made up as follows:

$2.00 balance due on rental from November 9th, 1920 to 1921.

$52.00 rental from November 9th, 1921 to 1922.

LANDS BRANCH
DEC 9 1921

ACCOUNTANT'S DEPARTMENT

Your obedient servant,

L. M. Dynes.

L. M. Dynes.
Acting Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

V

COPY

Vancouver Agency, Vancouver,B.C.,

Feb. 10, 1923.

Your brother, Mr. John D. Kearns, has informed me that you represented him in negotiations with the Sechelt Indians in connection with a surrender of a portion of the Sechelt Reserve to the Crown, for the purposes of a lease granted to him by the Department of Indian Affairs.

During a recent meeting of the Sechelt Indians, complaint was lodged with me to the effect that certain promises made by you to them in connection with this lease had not been lived up to by your brother. They informed me that you were to have paid them the sum of $125.00 per year, in connection with a social to be held during their festival at Sechelt, in addition to the terms stipulated in the lease itself.

I would point out that the matter of this lease is in suspense, pending a satisfactory understanding with the Department of Indian Affairs in this matter. Your brother has requested me to write to the Reverend Father Bravender, and also to yourself, asking for information as to exactly what took place in connection with this transaction. He has further promised to fulfil any promises which might have been made to them, as a condition of their surrender of the property.

Will you kindly oblige me with whatever information you may have that would assist this Department in putting the matter right?. It is unfortunate that any arrangements made were not wholly embodied in the lease, for I believe such would have been quite satisfactory to the Department, since the Indians themselves would receive any financial benefits, which might accrue from the lease.

Yours respectfully,

C.C.Perry,
INDIAN AGENT.

Mr. William P. Kearns, Esq.,
North American Life Insurance Co.,
Rogers Bldg.,
Vancouver,B.C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

Vancouver Agency, Vancouver, B.C.,

Feb.10,1923.

Dear Reverend Father:

I have recently returned from Sechelt, where a meeting was held of the Sechelt Indians, and a protest made made by them, on account of the fact that Mr. John D. Kearns of Vancouver, who had a leasehold on the Sechelt Reserve, had not fulfilled certain obligations which he made verbally with the Indians at the time a surrender of a portion of the Sechelt Reserve was made in his favour.

In order that I may have all the facts of the matter before me, would you be good enough to write me letting me know what your understanding is of the verbal arrangements referred to? I may say that the statement of the Indians is to the effect that they were promised the sum of $125.00 per year in addition to the $50.00 mentioned in the Lease, and that this money was to apply to a social in which the Sechelt Indians would participate during their religious festivals at Sechelt.

I may say that Mr. Kearns has informed me that his brother negotiated with the Indians and not himself personally, as he was in Japan at the time, he is not fully acquainted with the arrangements made by his brother, but would be willing to fulfil his obligations to the Indians if these could be fully outlined to him. Mr. Kearns has suggested that I write you in this connection.

Thanking you for any assitance you may be able to give me in this matter, I remain,

Your obedient servant,

Charles C. Perry

C.C.Perry,
INDIAN AGENT.

Rev. Father Bravender, O.M.I.
Macklin, Sask.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.

Vancouver Agency, Vancouver,B.C.,

Feb.10, 1923.

I beg to acknowledge receipt of your letter of the 31st ultimo, contents of which have been duly noted.

As suggested by you I am communicating with the gentlemen referred to in your letter, and as soon as this inform-ation is received, I will be in a position to give further attention to the matter of your lease.

Your obedient servant,

Charles C. Perry

C.C.Perry,
INDIAN AGENT.

John D.Kearns,Esq.,
1009 Rogers Bldg.,
Vancouver,B.C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.

COPPER RECOVERY LIMITED,
Suite 1009, Rogers Bldg.

Vancouver, B.C.,
31st January, 1923.

C.C.Perry, Esq.,
Indian Agent,
Post Office Building,
Vancouver,B.C.

Dear Sir:

Re Sechelt Indian Reserve.

I beg to enclose herewith certified cheque for $52.00 covering the amount due the Government as rental on my lease of a portion of the Sechelt Indian Reserve.

Referring further to my letter of the 13th inst. I note all you say with reference to the purported agreement between myself and the Indians on this Reserve. As stated to you verbally on the 15th inst., I do not know the details of any agreement with the Indians, and in view of the fact that I was in Japan when the consent of the Indians on this land was obtained, it is quite likely that some agreement was made with my brother who represented me in the negotiations at that time.

I have every desire that any obligation I have in this matter shall be fulfilled but I would like to have the obligation definitely fixed before making a settlement and I think you will agree with me that this is advisable particularly when one is dealing with Indians.

I would suggest that you communicate with Rev.-Father Bravender O.M.I. Macklin, Sask. who was the Missionary resident at Sechelt at that time and who was present during the negotiations. I would also like you to communicate with Wm. P. Kearns, North American Life Insurance Company, Rogers Bldg., Vancouver, B.C., who represented me in the negotiations and ascertain from these two parties exactly what took place.

As soon as the facts are obtained and my obligation in the matter definitely fixed I shall be pleased to make a complete settlement of same.

This would appear to me to be a very reasonable method of finding out the status of the whole matter and I feel sure you will have no difficulty in arriving at a solution of this problem without too much trouble.

(sgd) John D.Kearns,
Per H.F.Bailey.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.

COPPER RECoVERY LIMITED

Suite 1009, Rogers Bldg.

Vancouver, B.C.,

Jan. 18, 1923.

C.C.Perry, Esq.,
Indian Agent.
Vancouver, B.C.

Dear Sir:-

Re Sechelt Indian Reserve

Following the receipt of your letter of the 13th instant, and our conversation of the 15th instant, I have been endeavoring to get the postal of address of Rev. Father Brabender, as agreed upon, but have not received it yet. I shall have it on Monday next and will then call and see you.

Trusting this is in line with our understanding, I am,

Yours very truly,

(sgd) Jno. D. Kearns.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

Vancouver Agency, Vancouver, B.C.,

Jan. 13, 1923.

With reference to your lease with the Department of Indian Affairs, in connection with a portion of the Sechelt Indian Reserve, I beg to in form you that I have recently visited Sechelt and found conditions, which were understood between you and them at the time of the drawing up of the lease had not been lived up to. In addition to this, on my return to Vancouver, and in looking over the correspondence and the conditions under which the lease was granted to you, I find that your renewal is in arrears in excess of the limitation specified in the lease. For the foregoing reasons, I beg to inform you, it will be in order for me to lay this matter before the Department with a recommendation that the lease be held in suspense until some satisfactory arrangement has been made to satisfy any legitimate claim which the Sechelt Indians may have against you, but before doing this I would like to have an interview with you, for it is possible you may have some suggestion to make in regard to this matter.

I would point out that it is claimed by the Indians thatat the time the surrender was made it was understood that you would pay them $125.00 a year, as a bonus, over and above the amount mentioned in the lease. There is nothing in the records to show that such an arrangement was made, however, but as the Indians appear to be very much incensed over the matter, It would seem very desirable that some understanding be reached between you and them, which will be satisfactory to the Department.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

John D. Kearns, Esq.,
1403 Dominion Bldg.,
Vancouver.B.C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-40

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
MAR 6 1923
VANCOUVER B.C.

Vancouver Agency, Vancouver B.C.,

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER

Feb.27, 1923. 19

580071

Sir,—

I have the honour to transmit herewith, for your information, correspondence which has passed in connection with the leasing of a portion of the Sechelt Indian Reserve, with Mr. John D. Kearns, 1403 Dominion Building, Vancouver. The correspondence will be self-explanatory.

I would point out that there have been no replies to my letters of February 10th last, written in this connection. I would further add that it seems strange that Mr. Kearns, whose brother resides in Vancouver, is not able to communicate with him himself on this matter, instead of referring the matter to him through me. Sixteen days have now elapsed since the letter was written to Mr. Kearns' Brother. I may say this action was taken by way of safeguarding the interests of the Indians and of the Department. Had there been delay in bringing these matters to Mr. Kearns' attention at the time it was done, the subsequent payment of rental by Mr. John D. Kearns would have eliminated the possibility of bringing about any adjustment of the grievances of the Indians outlined in my letter to him.

I am referring this matter to the Department as I feel some satisfactory understanding should be reached with the Indians in this connection.

Your obedient servant,

Chas. C. Perry

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

Jim Falls, Win. U.S.A.,
22nd February 1923.

Mr. Perry,
Indian Agent,
New Westminster, BCC.

Dear Sir:

I got your letter this morning. It's true that Mr. William Kearns promised $125.00 a year for the Church in Sechelt. First it was given out in writing by him, that Mr. Kearns would have a picnic every year and the whole proceeds would go to the Church. Any how he guaranteed $100.00 yearly. Later on he promised verbally to guarantee another $25.00 every year (for the benefit of the Catholic Church again). The reason for this was because the line of the possessions was changed. First the Indians conceded only 10 acres between the public road and the beach,,afterwards they changed it in a square. Besides the Government took all the money ($50.00) for itself). The Indians had hoped that the Government would be satisfied with $1.00 and $24.00 would revert to them. At first they had asked only $125.00 altogether.

Mr. William Kearns had given this guarantee at my suggestion as a deadlock had arrived. Both parties were very much pleased at that time. I know absolutely what happened. I never got one cent out of the whole thing, although the Indians say that I got the money.

I hope you willbe satisfied with this explanation If necessary I can give you more details.

The gentlemen-agreement drawn up by me must be somewhere. When I left Sechelt, I searched for it in vain. It might be in one of my books at North Vancouver, but I am not sure. But I am absolutely sure of the contents.

Yours very sincerely,

(sgd) Wm.Brabender, O.M.I.

If answering please send letter to Macklin, Sask., as I shall be there two weeks from now. My sickness (cancer) which I contracted at Sechelt is completely cured.

W.B.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-40

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
MAR 6 1923
RECORDS

LANDS BRANCH
MAR 7 1923

Vancouver Agency, Vancouver, B.C.,

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER

Feb. 28, 1923. 19

580073

Sir,—

Since writing to you on the 27th instant, with reference to the lease of Mr. John D. Kearns of 1403 Dominion Building, Vancouver, at the Sechelt Indian Reserve, of this Agency, I beg to inform you that I have now received a letter from the Reverend Father Bravender of Saskatchewan in reply to my letter of the 10th February, a copy of which I forwarded with my letter first referred to. In his reply, of which I beg to enclose a copy herewith, it will be seen that Mr. John D. Kearns did enter into an arrangement with the Indians to pay the latter more money than was stipulated in the lease. The conditions of the understanding between Mr. Kearns and the Indians are set forth in the Reverend Father's letter and I would state that the brother of Mr. Kearns, who appears to have made the arrangement with the Indians for Mr. John D. Kearns, still remains silent on the subject, notwithstanding the fact that he is residing in Vancouver.

Under the circumstances, it is my opinion that the lease should be suspended by the Department, first on the grounds of non-payment of rental, within the period specified in the lease and secondly on the grounds of an irregular contract.

I am informed that Mr. Kearns has made application through Mr. Chief Inspector Ditchburn of Victoria for the purchase outright of this Reserve, but it is my opinion that the Indians should not be asked to surrender this land for sale, until the matter of the lease has been satisfactorily settled.

Your obedient servant,

Charles C. Perry

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 153/40-

OTTAWA, 12th March, 1923-

I beg to acknowledge the receipt of your letters of the 27th and 28th Ultimo, relative to lease issued to Mr. John D. Kearns, covering land in the Seghelt Indian Reserve No 2, and in reply to say that, so far as the Department is concerned, the total amount payable under the lease is an annual rental of fifty-two dollars.

It is true, rental for the current year, which became due on the 1st November last, has not been paid, yet the Department would not, for that reason alone, consider cancellation of the lease, not, at least, until the lessee had been given notice that payment must be made.

The trouble, in this case, seems to be that certain conditions were arranged between the parties, verbally, which should have been submitted to the Department for insertion in the lease.

You will be good enough to endeavour to have a satisfactory settlement reached between the interested parties, after which kindly report fully to the Department in regard to action taken.

Your obedient servant

H.J.O.

In charge Lands & Timber Branch.
(J. C. Caldwell.)

Charles C. Perry, Esq.,
Indian Agent,
Room 401, Holden Building,
VANCOUVER,
B. C.-

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.
(Original on F. 89/167)

Vancouver Agency,
Vancouver, B.C.-

March 19th, 1923.-

Sir-

x x x x x x x x x In acknowledging your favour in this connection, of the 12th Instant (No 13153/40), I beg to say that the Department's desire to have a satisfactory agreement reached between the interested parties, in regard to terms of the lease, will be given due attention.

Your obedient servant

Charles C. Perry,

Indian Agent.

The Secretary,
Department of Indian Affairs,
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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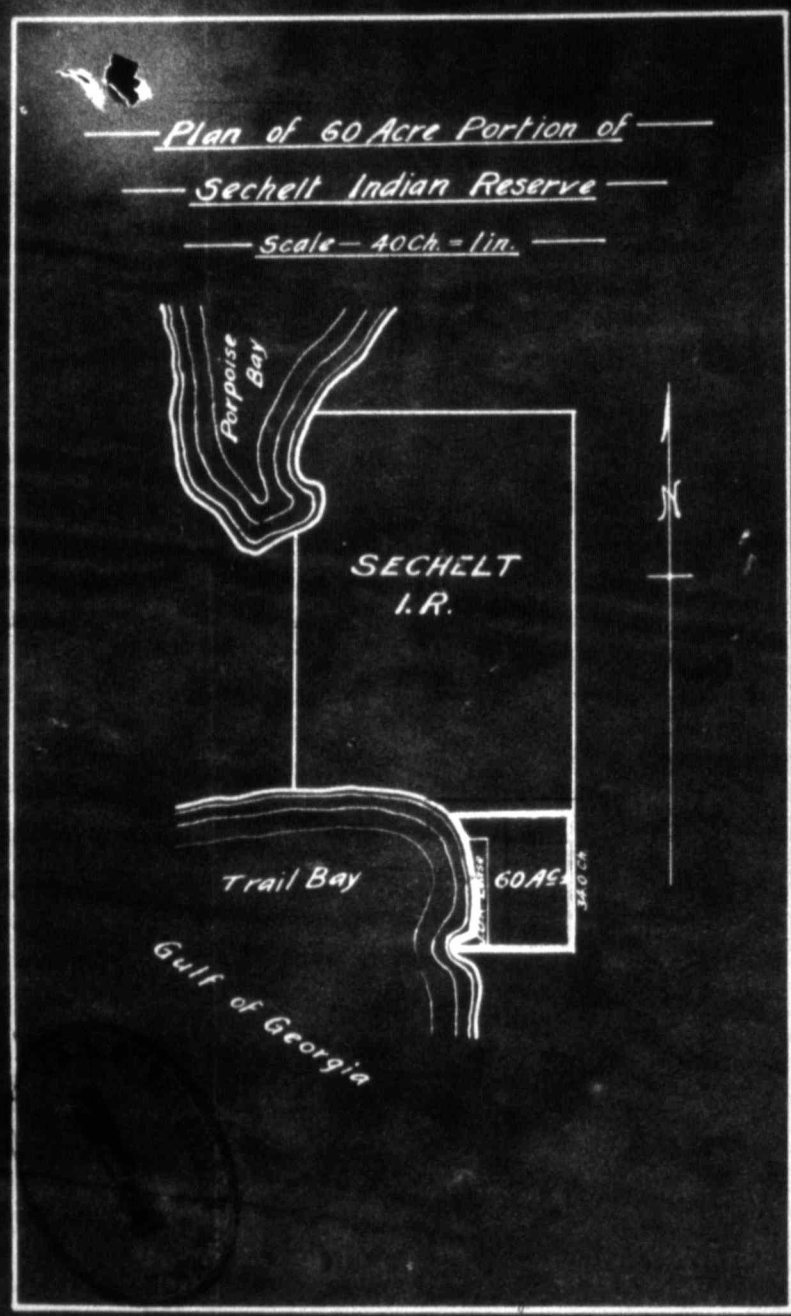
CANADA



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JOHN D. KEARNS
ROGERS BUILDING
VANCOUVER, B.C.

June 12th,1924.

C. C. Perry, Esq.,
Indian Agent,
Vancouver, B.C.

Dear Sir;-

In 1920 the Indian Department entered into a lease with me for a period of twenty-five years covering some ten (10) acres of the Sechelt Indian Reserve. At that time it was my intention to promote a Summer Camp on this site by sub-leasing portions of the land to individuals and particularly to my own acquaintances. My calculations, however, were not good as I find that the public refuse to acquire leasehold property of this character and improve it without some assurance of permanent title being issued to them at some time. In trying to make the tract attractive, I have already expended more than $1400.00 cash in clearing, surveying, etc.

After full consideration of the matter I now believe the proper course to follow, with fairness to all parties concerned, would be for the Indians and the Government to permit me to purchase outright the land I have under lease as well as an additional area surrounding my tract which would improve my chances of getting even on the investment and at the same time work no hardship whatever on the Indians.

Attached hereto is a blue-print upon which is shown the portion of the Sechelt Reserve contained in my lease. You will observe that the South end of the Reserve is narrow at this point and I suggest that it would be quite proper for me to purchase this entire "end" containing approximately sixty-acres (60) and which would increase the length of my property from twenty-six chains, as at present, to thirty-four chains paralell to the water.

In line with this opinion I now make formal application to purchase from the Government either of the following areas of the Sechelt Reserve at the rate of One Hundred Dollars ($100.00) per acre, namely;-

Recommended for cancellation

1. Sixty Acres more or less, commencing at the Southeast corner of Sechelt Indian Reserve No.2. and running north thirty-four chains along the eastern boundary of said reserve, thence due east to the high water mark of Trail Bay, thence southerly following said hight water mark to the intersection of the south limit of the Reserve with the High Water mark of Trail Bay, thence east along said southerly limit to the point of commencement.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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JOHN D. KEARNS
ROGERS BUILDING
VANCOUVER, B.C.

2. That portion of the Said Sechelt Reserve now under lease by me from the Government containing approximately ten and four tenths acres.

3. That portion of the said Sechelt Reserve now under lease by me from the Government together with such additional area of the said Reserve up to the Sixty Acres, referred to in parcel 1, as may be mutually agreed upon by the Indians and Indian Agent in a meeting with myself.

This offer is made after discussing the matter with the Indians informally and being assured by them that they are willing to consent to a sale of a portion of the Reserve to me.

I shall appreciate your kindness in bringing this matter before the Department with whatever recommendations you are able to make in the premises and if we can agree upon the matter, I am at your service to expedite the transaction.

Thanking you for your many courtesies, I am,

Yours very truly,

Jno. D. Kearns.

VANCOUVER INDIAN OFFICE

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

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COPY

Sechelt, B.C., June 10, 1924.

C.C.Perry,
Indian Agent,
Vancouver,B.C.

Dear Sir:

This is to certify that the Narrows Arm band to cancel the lease of Sechelt and are all willing to sell that was lased and the sign of names as follows

Mike Paul X
Willie Paul X
John Jackson X
Jim Paul X
Joseph August X
Dave Paul X
Captain George X
Jimmie August X
Billy Johnson X
Jim Alex X
Paul Alex X

Yours truly,

(sgd) Dan Paul.

VANCOUVER INDIAN OFFICE

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

Sechelt B.C.
June 10th 1914

C. C. Perry
Indian Agent
Vancouver

Dear Sir:- This is to certify that the narrows arm band to cancel the base of sechelt and are all willing to sell that was based and the sign of names as follows

Mike Paul x
Willie Paul x
John Jackson x
Jim Paul x
Joseph Cinquet x
Dave Paul x
Captain George x
Jimmie August x
Billy Johnson x
Jim Cake x
Paul Cake x

VANCOUVER INDIAN OFFICE

yours truly
Dan Paul

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

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13167-29

DEPT. OF INDIAN AFFAIRS
JUN 21 1924
RECORDS

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver

IN YOUR REPLY REFER TO
No. 2-69
AND
TO DATE OF THIS LETTER

June 16, 1924. 19

R R

Sir,—

I beg to bring to the Department's attention the fact that it will have on file in Ottawa exchanges of correspondence between this office and the Department concerning the lease of approximately ten acres of the Sechelt Indian Reserve No.2., which was made in 1920 to Mr. John D. Kearns of Vancouver, B.C.. From this correspondence the Department will be aware there has been considerable friction between the Sechelt Indians and Mr. Kearns in consequence of the latter not having fulfilled to them certain promises involving financial payment, which were made at the time the Indians entered into the lease, the conditions of which were not at the time incorporated actually in the lease, but apparently only verbally arranged between the Indians and Mr. Kearns. This transaction took place before I took over the Vancouver Agency.

I would inform the Department that about a month ago the Sechelt Indians threatened to use drastic measures to prevent Mr. Kearns from making use of his leasehold. At the request of the Indians, and in accordance with the Department's last letter on the subject I again approached Mr. Kearns with a view to having him meet in some way the claims of the Indians, although I explained to him that it would be difficult to enforce conditions other than those actually embodied in the lease.

Mr. Kearns promised to go to Sechelt and interview the Indians which he has subsequently done with the result that the Indians have favourably considered a proposal made by Mr. Kearns to purchase outright the leased land in question and in addition thereto a further extended area of land surrounding the lease. To this end the Indians have signed a petition to be allowed to sell this land to Mr. Kearns and Mr. Kearns has also made application formally by letter dated June 14th, which is accompanied by a sketch plan of the land desired, to purchase approximately sixty acres of this Reserve at a price of $100.00 per acre.

When calling at the office yesterday Mr. Kearns informed me that during a trip made by him to Ottawa, he had had an interview with Dr. Duncan C. Scott by whom he was informed that it was possible for him to purchase this piece of property.

I do be inform.

LAND BRANCH
JUN 24 1924

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

June 16,1904

I would inform the Department that having looked into land values in the neighbourhood of Sechelt, I am of the opinion that a price of $100.00 per acre offered by Mr. Kearns is a reasonable one, particularly as Mr. Kearns has promised the Indians that he will allow them two years during which time they would be privileged to remove and sell for their own benefit the merchantable timber in the said Reserve. Mr. Kearns has made this promise to the Indians verbally and has not made this provision in his formal application by letter. This is what happened when Mr. Kearns biased this property in the first place and must be taken into account if the Department authorizes the sale of this land. The sale should be made conditionally upon the Indians being allowed to remove the timber and royalty thereon being paid to the Department in the usual way. Should the Indians not remove the timber themselves as arranged and should Mr. Kearns instead have the timber removed the latter should be expected to pay to the Department at least $1.00 per cord; two cents per linear foot for other material etc., as provided for in our timber regulations.

I would recommend to the favourable consideration of the Department the sale of this land to Mr. Kearns without conditions stipulated as being the best means of getting the pieces of the Indians and wipe out the undesirable elements surrounding this former transaction.

It will be noted that Mr. Kearns has submitted three proposals and I would recommend the proposal No.1 to the favourable consideration of the Department.

Your obedient servant,

Charles C. Perry

C.C.Perry,
INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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Department of Indian Affairs

Memo to Mr. Caldwell -

Ottawa 24th June 1924

Lease No 74 - 10.4 acs. Sechelt Ind Res.
John W. Kearns - 25 years from 9 Nov. 1920 -
$52.00 per ann. - pd. to 9th Nov. 1924 -

H.G. Ogilvy -

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13167-29
JCC/O'C

Return to Mr. Scott for surrender purposes

Ottawa, June 25th, 1924.

Sir:-

I beg to acknowledge receipt of your letter of the 16th instant with reference to the proposed sale of a portion of Sechelt Indian Reserve number 2 to Mr. John D. Kearns, of Vancouver.

Your suggestion in the matter meets with approval and the necessary surrender documents will be prepared and forwarded to you in due course for submission to the members of the band interested as no sale, of course, could be made without first obtaining a surrender in a manner prescribed in the Act.

Your obedient servant,

J. D. McLean.
Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
Vancouver,
B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

15167-29

Ottawa, 27th June 1924

Description for surrender

All that parcel of land situate in the Sechelt Indian reserve number Two, in the Province of British Columbia and Dominion of Canada, containing by admeasurement ~~seventy~~ Eighty acres, more or less, being composed of the southerly portion of the said Indian reserve, more particularly described as follows,- Commencing at the South East corner of the said Indian reserve; thence North along the East boundary thirty-four chains; thence West ably and parallel to the South boundary of the Indian reserve to high water mark on the shore of Trail Bay off the Gulf of Georgia; thence southerly and westerly following the said high water mark to the South boundary of the Indian reserve; thence East along the said South boundary to the place of beginning.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Ottawa, 27th June 1924

Description for surrender

All that parcel of land situate in the Sechelt Indian reserve number Two, in the Province of British Columbia and Dominion of Canada, containing by admeasurement ~~thirty~~ Eighty acres, more or less, being composed of the southerly portion of the said Indian reserve, more particularly described as follows,- Commencing at the South East corner of the said Indian reserve; thence North along the East boundary thirty-four chains; thence Westerly and parallel to the South boundary of the Indian reserve to high water mark on the shore of Trail Bay off the Gulf of Georgia; thence southerly and westerly following the said high water mark to the South boundary of the Indian reserve; thence East along the said South boundary to the place of beginning.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

Mr Caldwell

13167-29

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa, 30th June 1924

Memorandum

Lands Branch,-

While the Description hereunder is sufficient for surrender, it may be pointed out that the Department will not be in a position to patent the parcel described until survey has been made of the North and West boundaries of the said parcel.

The sketch supplied by Mr. Kearns shows the parcel as containing 60 acres and shows the East boundary of the parcel to be 34 chains in length, but the sketch scales only 31 chains, although the area from his sketch amounts to approximately 70 chains. If Mr. Kearns desires the East boundary of the parcel to be actually 34 chains I would suggest that the sale be completed to him with payments made by him on the basis of the parcel containing 80 acres and that he be informed patent cannot be issued until survey is made. Then when the correct area is ascertained by survey, any adjustment can be made if the area is then found to be less. If, however, it is only intended to convey 60 acres to Mr. Kearns, at the time of survey the North boundary could be so located as to restrict the parcel to that area.

There is a boarding school site within this reserve, the definite position of which does not appear to be, below, in the Department and it is of course presumed that this site is situate outside of the limits of the parcel for which Mr. Kearns has applied.

In the matter of the survey, I may say it is the intention of the Department to have a surveyor at that reserve within the next year or two and the survey could then be performed by the Department without expense to Mr. Kearns. If, however, it is his desire that the transaction be completed earlier, I think it should devolve upon Mr. Kearns to pay the expenses in connection with the survey. The instructions for such survey, however, should be issued by this Branch.

H Robertson

Chief Surveyor.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

File 13167-29

Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of

SECHELT BAND

resident on our Reserve Number Two in the district of

New Westminster

in the Province of

British Columbia and Dominion of Canada,

for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto OUR SOVEREIGN LORD THE KING, his Heirs and Successors forever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the

in the County of and Province

of containing by admeasurement

be the same more or less and being composed of

that parcel of land situate in the Sechelt Indian reserve Number Two, in the Province of British Columbia and Dominion of Canada, containing by admeasurement Eighty acres, more or less, being composed of the southerly portion of the said Indian reserve, more particularly described as follows,- Commencing at the South East corner of the said Indian reserve; thence North along the East boundary thirty-four chains; thence Westerly and parallel to the South boundary of the Indian reserve to high water mark on the shore of Trail Bay off the Gulf of Georgia; thence southerly and westerly following the said high water mark to the South boundary of the Indian reserve; thence East along the said South boundary to the place of beginning.

Form No. 65

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

TO HAVE AND TO HOLD the same unto His said Majesty THE KING, his Heirs and Successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our Welfare and that of our people

AND upon the further condition that all moneys received from the sale thereof, shall, after deducting the usual proportion for expenses of management, be credited to the funds of the Sechelt Band.

AND WE, the said Chief and Principal men of the said Sechelt Band do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale thereof.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this day of in the year of our Lord one thousand nine hundred and

Signed, Sealed and Delivered,

IN THE PRESENCE OF

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13167-29

EXD.

OTTAWA, September 2nd, 1924

Sir,-

Further in reply to your letter of recent date with reference to the application of Mr. John D. Kearns of Vancouver, to purchase a small portion of the Sechelt Indian Reserve No.2, I enclose herewith surrender forms in duplicate for submission to the Band. The sketch supplied by Mr. Kearns and which accompanied your letter of June 16th last shows the parcel in question as containing 60 acres and the east boundary to be 34 chains in length. The sketch, however, scales only 31 chains although the area according to the sketch amounts to approximately 70 chains. If Mr. Kearns desires the east boundary of the parcel to be actually 34 chains the sale might be carried out and payments made by him on the basis of the parcel containing 80 acres. Patent, however, could not issue until a proper survey is made. When the correct area is ascertained by survey any necessary adjustments could be made, but, however, if it is only intended to convey 60 acres to Mr. Kearns when survey is made the north boundary could be re-located.

It is the intention of the Department to have a surveyor visit this Reserve within the next year or two and a survey could then be made without expense to Mr. Kearns. If, however, he insists upon having the matter definitely settled

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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in the meantime the expense of the survey will have to be borne by Mr. Kearns. Any instructions in this regard should, of course, issue from this Department.

Your obedient servant,

A. F. MacKenzie

A. F. MacKenzie,
Actg. Assistant Deputy and Secretary.

C. C. Perry, Esq.,
Indian Agent,
VANCOUVER, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

File 13 167/29-

EXD.

OTTAWA, 20th October 1924-

Sir-

Land on Sechelt Indian Reserve.-

I beg to advise you that, under Lease No 74, in favour of Mr.John D. Kearns, rental in the sum of $52.00 will become due on the 9th Proximo, for the ensuing year, and I have to request that you will be good enough to make a prompt collection thereof and forward to the Department, in the usual way so that it may be placed to the credit of Indian Funds, and, thus, be available.

Your obedient servant

In charge Lands & Timber Branch.
(J. C. Caldwell.)

H.10

Charles C. Perry, Esq.,
Indian Agent,
Room No 401, Holden Building,
VANCOUVER,
B. C.-

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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13 167/29-

OTTAWA, 12th May, 1925-

Sir-

Land on Sechelt Indian Reserve.

Referring to official letter to you of the 20th October last, I beg to say that rental for the current year, under Lease No 74, became due on the 9th November last and I have, therefore, to request that you will be good enough to collect the sum due, $52.00 from the lessee, Mr. John D. Kearns, and forward same to the Department without delay.

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell.)

H.G.O.

Charles C. Perry, Esq.,
Indian Agent,
Room 401, Holden Building,
VANCOUVER,
B. C.-

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13167-29

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,

May 4, 1925. 19

IN YOUR REPLY REFER TO
No. 2-H
ALSO
TO DATE OF THIS LETTER

Lands Pay

R. B.

DEPT. OF INDIAN AFFAIRS
MAY 18 1925
RECORDS

LANDS BRANCH
MAY 18 1925

Extract on 89167

Sir,—

I have the honour to transmit herewith return of rental with respect to the lease of Mr. John D. Kearns of Vancouver, of approximately ten acres of land in the Sechelt Reserve No.2. This rental was due in November last and is now paid to cover the period to November 9th, 1925.

The Department will be aware that Mr. Kearns made an application to purchase a part of the Sechelt Reserve, embracing his present lease, and surrender papers were sent me from the Department for the purpose of taking a formal surrender of the land applied for from the Indians, but as Mr. Kearns apparently failed to keep certain promises made by him to the Sechelt Indians on a former occasion, the Indians declined to make a surrender of the land to Mr. Kearns at their meeting. Nevertheless they had previously signed a petition and they did so upon the understanding that Mr.Kearns would visit Sechelt and make an adjustment with them of promises which he made to them when he took over the original lease, but as Mr. Kearns did not put in an appearance as promised, the Indians refused to make a surrender for sale to Mr. Kearns.

I was present at Sechelt on the 15th of April, at a meeting of the majority of the members of the Sechelt tribe sitting together with the newly elected Indian Council of the Sechelt Tribe, and the matter of the proposed surrender to Mr. Kearns and his application were taken under review and given careful consideration following which a resolution was passed and unanimously adopted by the majority of voting members of the tribe present, of which the following is a copy;-

" 1. Application of J.D.Kearns to purchase present leasehold and additional land in Sechelt Reserve No. "2.

Moved by Councillor Dan Paull,
Seconded by Councillor Thomas Julian.

That the Council having perused the application of Mr. J.D.Kearns for the purchase of land in the Sechelt Reserve be not favourably considered for the present, for the reason that Mr. Kearns who already has a lease in the Reserve has failed to keep faith with the Band by the performance of obligations contracted between him and the Band, verbally made, at the signing of the agreement already in existence, namely the payment by him of an amount of $150.00 per year.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

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per year for the Sechelt Church, in addition to and irrespective of the rental imposed under the lease of the land now held by him; and further because he, Mr. Kearns, has failed in his purpose to meet the council to discuss the application as indicated in his letter of application to purchase land.

It is further resolved that unless Mr. Kearns chooses to keep faith with the Sechelt Band with respect to the foregoing matters the Council will ask the Department to cancel the original lease.

It is again resolved that the Council is of the opinion that the offer made by Mr. Kearns of $100. per acre for the land is too low.

Carried Unanimously.

Note: The resolution No.1 was endorsed by the vote of the majority of the Sechelt Band including the Council, and the members of the Narrows Arm Band, who previously petitioned the Department to sell to Mr. Kearns. The vote was taken as surrender papers had been forwarded from the Department with respect to this matter. "

Previous to my going to Sechelt I had arranged with Mr. Kearns to be present at the meeting to discuss his application with them, but on my arrival at Sechelt a telegram was handed to me from Mr. Kearns stating that he could not be present. This greatly disappointed the Sechelt Indians, who had been promised by Mr. Kearns that he would visit them. I have since expressed to Mr. Kearns my opinion that if he intends to proceed with his application he would make it convenient to meet the Indians for the purpose of discussing the matter and having a satisfactory arrangement with them.

Draft No.158, for the sum of $52.00 accompanies the return.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13 167/29-

OTTAWA, 26th March, 1926-

Sir-

Lease 74: John D. Kearns-
Land on Seshelt Res. No 1-

Kindly collect from this lessee the sum of $52.00, rental for the current year, which became due on the 1st November last, and forward same to the Department, so that it may be placed to the credit of Indian Funds.

Your obedient servant

In charge Lands & Timber Branch-
(J. C. Caldwell.)

H.T.O.

Charles C. Perry, Esq.,
Indian Agent,
Room 401- Holden Building,
VANCOUVER,
B. C.-

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13167-29

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
APR 7 1926
RECORDS

Vancouver Agency, Vancouver, B.C.

IN YOUR REPLY REFER TO
No. 444
ALSO
TO DATE OF THIS LETTER

Letter

March 31, 1926. 19

LANDS BRANCH
APR 8 1926

Sir,—

I have the honour to acknowledge receipt of your letter of March 26th, No. 13167/2 requesting me to collect from Mr.J.D.Kearns of Vancouver, the sum of $52.00 which rental was due in November last, in advance for the current year.

In reply I beg to say I have already requested Mr.Kearns on two occasions, once in November last when it became due and also about two weeks ago, but no payment has so far been made. I have written to Mr.Kearns again today in this connection.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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NANAIMO, B. C.

May 13, 1926.

EXECUTIVE COMMITTEE

F. S. Cunliffe, Chairman
J. C. Dakin, Vice-Chairman
J. D. Galloway, Secretary

Thos. A. Barnard
E. H. Bird
T. B. Booth
F. A. Busby
R. C. Clarke
John W. Coburn
Norman T. Corfield
F. S. Cunliffe
J. C. Dakin
Hubert E. Dendoff
John F. Doyle
Oliver Eby
C. S. Ferguson
A. E. Filmer
J. Galbraith
J. D. Galloway
F. A. Hanna
R. R. Hindmarch
P. Maffeo
Dr. T. J. McPhee
T. W. Martindale
W. W. R. Mitchell
R. H. Ormond
John M. Rudd
A. C. Van Houten
Thos. H. Weeks

CITIZENS SALES ORGANIZATION

R. H. Ormond, General Sales Mgr.

Division Managers

T. W. Martindale, Division A.
J. C. Dakin, Division B.
Oliver Eby, Division C.
A. E. Filmer, Division D.

INDIAN OFFICE

C. C. Perry, Esq.,
Indian Agent,
Vancouver, B. C.

Dear Mr. Perry:

I have been out of town almost continuously for the past two months, hence my failure to call and see you and also to pay the rental on the Sechelt Reserve, now past due. As I shall be here for another week, or so, and am not absolutely certain as to how my Bank Account stands, I am mailing you herewith a check for $52.00 post-dated to May 20th, which I trust will be acceptable and satisfactory.

My delinquency in this account was ~~[illegible]~~ forcibly brought to attention today, when I received the enclosed letter from Mrs. Lund of Selma Park, to whom I have sold or sub-let a building site on the reserve property. The letter explains itself, and it is evident that our mutual acquaintance Dan Paul, is still up to his old tricks and making trouble. Mrs. Lund is alone at Selma Park and is a widow so you can easily see that it would be very unpleasant for her under the circumstances. Will you please be good enough to instruct Dan Paul to desist in his attitude towards Mrs. Lund or any other residents on the property under lease to me. The Indians are evidently logging or cutting wood on this particular property, and while this is alright so far as I am concerned, so long as they do not interfere with the other people, I should appreciate it very much if you will take this matter up with Dan Paul in your usual characteristic manner and straighten the situation out. I am writing Mrs. Lund that the matter has been referred to you, and I shall call at your office, about the middle of next week to see how the situation stands.

Yours very truly,

Jas. D. Kearns

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

Selma Park
May 11th 1926

Dear Mr Cairns

Would you please tell me by what right, do these Indians have to keep coming to this place, there was a tree that was very rotten at the top, & I had it cut down, it bordered just my lot, & now Dan Paul comes to tell me I have no right to do this, because I did not give him the job. He has all his piles of lumber at the the lot & half way up, I could not build my house at the place I wanted, it is simply piled up I cannot dig a well ~~even~~ He told me he owns this place yet Now if so, I had better leave it, but I shall have to have compensation for my outlay. I have waited all this time to put up a house, & now when it is nearly finished comes this man telling me I must let them do as

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

they like, I have not got a man here to fight them & I do not want to live hostile to these people & I think it needs a little explanation to them I cannot fence it until they move their logs. Excuse this paper I have not other, I am here living in a tent for the time being, please reply to me as early as possible, I do not want to trouble you, but I cannot live like this, this summer, or even ask any one to buy a lot, knowing the annoyance I have had & do have to put up with, hoping to have your kind consideration

Yours very truly
Mrs Louisa Lund

VANCOUVER

Hudsons Bay Company.
INCORPORATED 8TH MAY 1670.
WRITING ROOM SECOND FLOOR

VANCOUVER INDIAN

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167 29

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
MAY 26 1926
RECORDS

Vancouver Agency, Vancouver, B.C.,

IN YOUR REPLY REFER TO
No. 3/69
ALSO
TO DATE OF THIS LETTER

May 19, 1926.

LANDS BRANCH
MAY 28 1926

Lease 74
Folio 36
Vol. II

Sir,—

I have the honour to transmit herewith correspondence relating to the lease of Mr.J.D. Kearns at the Sechelt Indian Reserve No.2, about which there has been previous correspondence with respect to the relations existing between Mr. Kearns and the Sechelt Indians. The correspondence will be self-explanatory and the Department will be aware that this rental should have been paid in November last and two letters were written requesting payment of rental long before this payment was received. I am submitting this to the Department in order that its advice in this matter might be obtained. I do not see that it is incumbent upon me to take up Mr.Kearns business with his clients, particularly as I am not sure Mr.Kearns lease carries the right to sublease.

I would inform the Department that Dan Paul the Indian mentioned called at the office and informed me of this incident stating that these people were cutting timber which belonged to the Indians. This matter is being more closely examined, but in the meantime my former reports to the Department in this matter, coupled with this correspondence should give a fair indication of existing dissatisfaction on the part of the Indians of Sechelt, which has been expressed both to myself and to Mr.Kearns on numerous occasions.

It seems reasonable to me that I should suggest to the Department again that if there was any verbal understanding arrived at between Mr. Kearns and the Sechelt Indians at the time the lease was granted, over and above that actually contained in the lease, the Department should be advised to request Mr.Kearns to either fulfill his promises to the Indians so verbally made or else enter into a new lease wherein the terms as understood both verbally and otherwise should be included in the lease so as to put an end to the dissatisfaction which has been expressed to me on every occasion when I have met the Sechelt Indians in their meetings.

The cheque sent in by Mr.Keanns in payment of his rental which was due last November accompanies the correspondence. I have endorsed this cheque over to the Department, for as it is not certified I cannot very well issue a draft upon it.

7.89 167

Your obedient servant,

C.C.Perry,
INDIAN AGENT

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 167/29-

OTTAWA, 28th May, 1926-

Sir-

Lease No 74-

I beg to acknowledge the receipt of your letter of the 19th Instant, in connection with matters pertaining to lease in favour of Mr. J. D. Kearns, covering land in Sechelt Indian Reserve No 2, regarding which you desire advice.

In so far as sub-leasing is concerned, I would call your attention to the paragraph governing same:

" It is hereby further covenanted and agreed
" that the said party of the second part, his
" executors, administrators or assigns may sub-
" let a portion or portions of the land hereby
" leased, upon obtaining the consent of the party
" of the first part."

In his letter, forwarded by you, Mr. Kearns refers to having sold or sub-let a building-site to Mrs. Lund and mentions "other residents on the property under lease" to him, while there appears to be no record of the Department having sanctioned such action, and, assuredly, he is in no position to sell, so that, apparently, he has violated the terms of lease.

In view of the circumstances referred to, it might be advisable to cancel his lease, as there seems to have been continued friction and misunderstandings between him and the Indians ever since its issue. Then in the event of re-issue, terms and conditions might be embodied such as would render the new lease satisfactory to the parties interested, Lessee and Indians, alike. Kindly report fully in this matter.

Your obedient servant

Chas. C. Perry, Esq.,
Indian Agent,
VANCOUVER,
B. C.-

Assistant Deputy & Secretary-

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-27

JUN 14 1926
RECORDS

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.

IN YOUR REPLY REFER TO
No. 3/66
ALSO
TO DATE OF THIS LETTER

June 5, 1926. 19

LANDS BRANCH
JUN 14 1926

Sir,—

I have the honour to acknowledge receipt of Departmental letter dated 28th May No. 87/29, with reference to lease No.74, which is in the name of Mr.J.D,Kearns of Vancouver, and connected with the Sechelt Indian Reserve No.2.

In reply I beg to say I have today written Mr.Kearns asking him to furnish me with a list of all persons occupying portions of his leasehold in order that I might make a full report thereon to the Department, as requested. I will report on this matter fully as soon as I hear from Mr.Kearns.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

THIS INDENTURE made the twenty second day of October, in the year of our Lord, one thousand, Nine Hundred and Twenty-four

BETWEEN

JOHN DL KEARNS, of the City of Vancouver, Province of British Columbia, Broker, hereinafter called the Assignor,

OF THE FIRST PART,

The original Document has been retrieved from the Indian Land Registry

A N D

MYLES MORLEY, of the Town of Sechelt in the Province of British Columbia, hereinafter called the Assignee,

OF THE SECOND PART :

WHEREAS by a Lease dated the ninth (9th) day of November, One Thousand, Nine Hundred and Twenty (1920) and made between His Majesty King George the Fifth, represented by the Superintendent General of Indian Affairs, as Lessor, and the said Assignor as Lessee, the said Lessor did demise unto the said Lessee ALL AND SINGULAR all that portion of land in the Sechelt Indian Reserve Number Two (2), in the District of New Westminster, in the Province aforesaid, containing approximately ten (10) acres and four-tenths of an acre (4/10) and described as follows:-

Commending at the intersection of the South limit of the said Reserve with High Water mark of Trail Bay, thence East along the said Southerly limit six (6) chains, more or less, to a point distant nineteen (19) chains from the South East Angle of the said Reserve, thence North twenty-six (26) chains, thence West six (6) chains, more or less, to the High Water Mark of Trail Bay, thence Southerly, following the High Water Mark to the point of commencement.

To hold from the said ninth (9th) day of November, One Thousand, Nine Hundred and Twenty (1920) for and during the term of twenty - five (25) years on the terms

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

KODAK SAFETY ▲ FILM

and conditions and subject to the Lessee covenants and agreements therein contained, copy of which Lease is hereto attached,

AND WHEREAS the Assignor has subdivided said lands into residential lots according to the map or plan hereto attached,

AND WHEREAS the Assignor is desirous of assigning to the Assignee for the term of the said Lease, a portion of the lands herein described,

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One Hundred and Fifty Dollars ($150.00) now paid by the Assignee to the Assignor, (the receipt whereof is hereby acknowledged) the Assignor doth hereby lease and sub-let to the Assignee all that portion of the said hereinbefore described lands and premises, described as follows, that is to say;

All that portion of the said lands described in the hereinbefore in part recited Lease and particularly described as follows:

Lot three (3) in the subdivision of said lands and shown on the attached map and particularly described as;

Commencing at a point 126 feet (One hundred and twenty six feet) South of the North-east corner of said land running thence South Sixty six feet (66 ft.); thence running west at right angles to a point Twenty feet (20 ft.) above High Water Mark; thence Sixty six feet (66 ft.) North parallel to said High Water Mark, thence East to point of commencement; together with the residue unexpired of the said term of years and all benefits and advantages to be derived therefrom, to have and to hold the same unto the Assignee, his Successors and Assigns subject to the payments of the rents hereinafter contained and the observance and performance of the Lessee covenants and conditions hereinbefore expressed,

And the Assignor hereby covenants with the

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

Assignee notwithstanding any act of the Assignor, the said Lease is a good valid and subsisting Lease, and that the Assignor now has in him good right, full power, and absolute authority to assign the said lands and premises in manner aforesaid, according to the true intent and meaning of these presents,

And that subject to the rent hereinafter reserved and the conditions herein contained, the Assignee may enter into and upon and hold and enjoy the said lands for the residue of the term granted by the Lease for his own use and benefit,

And the Assignee hereby covenants with the Assignor that he will from time to time and at all times during the continuance of said Lease well and truly pay to the Assignor, his heirs, executors or assigns the sum of Two Dollars ($2.00) per year in advance during term of said Lease the first payment of same to be made on the first (1st) day of November One Thousand, Nine Hundred and Twenty-three (1923) and every year thereafter during term of said Lease,

And the Assignee hereby covenants that he will from time to time and at all times during the continuance of the said term well and truly pay the said rental on the days and times the same shall respectively become due as aforesaid, and will also well and truly pay all taxes and charges, dues and duties whatsoever, which now are or hereinafter shall during the said term be payable in respect of the aforesaid premises, whether same be rated or assessed on the Landlord or tenant therefore, and in the event of the premises demised in this Indenture not being taxed or charged separately from the premises described in the aforementioned Lease, the Assignee covenants and agrees that he will in such event pay as aforesaid an equal amount per acre for the lands described herein as may be levied against or paid by

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
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CANADA

the Assignor herein for the said lands under the terms of the said Lease,

And the Assignee further covenants and agrees that the conditions and provisoes with respect to spirituous liquors contained in the said original Lease shall apply to and be binding upon him,

And it is hereby covenanted and agreed that if the rent hereby reserved, or any part thereof, shall at any time or times during the said term be in arrear or unpaid for the space of forty days after the days or any of them whereon the same shall become due, whether the same be demanded or not, or in case of breach or non-performance of any of the covenants herein contained, then and in such case it shall be lawful for the said party of the first part, or his successors, at any time after the expiration of the said forty days, into and upon the said lands and tenements, or any part thereof, in the name of the whole to re-enter and the same to have again, re-possess and enjoy as if this Indenture had never been made,

And it is hereby declared and agreed that these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above mentioned.

SIGNED, SEALED AND DELIVERED

In the presence of

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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JOHN D. KEARNS
ROGERS BUILDING
VANCOUVER, B.C.

June 14th., 1926.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Lt 4-1-4
D McCaddon
Signature
Sept 10 1971

C.C. Perry, Esq.
Indian Agent,
Holden Building,
VANCOUVER, B.C.

Dear Sir:-

I have your letter of June 5th., requesting a full list of persons who occupy portions of the land I have under lease from your Department at Sechelt.

You have on file in your Office a copy of the Blue Print showing how this land was sub-divided. I have sublet the following:-

Lot 1 - Henry Morey;
" 2 - J.S. Hainsworth;
" 3 - Myles Morley;
" 4 - John Winter;
" 9 - A. Wheeler
" 21 - Mrs. Louisa Lund;
" 22 - Walter Reichenbach;
" 24 - Union Steamship Company of B.C. Ltd.

1

I am enclosing copy of the sub-lease made with Mr. Morley, which is typical of the leases made with all the other parties.

Trusting this is the information you require,

I am

Yours very truly,

Jno D. Kearns

JDK/FR.

Encl.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-29

INDIAN OFFICE

At Vancouver Agency, Vancouver, B.C.

June 17, 1926. 19

DEPT. OF INDIAN AFFAIRS RECORDS

LANDS BRANCH JUN 25 1926

Sir :

With further reference to Departmental letter of May 28th, No. 13 167/29-, regarding lease No.74 of Mr.J.D.Kearns at Sechelt Indian Reserve No.2, I beg to state that I have received from Mr.Kearns a letter dated June 14th, setting forth the number of sub-leases which he has entered into in each case. The letter will be self-explanatory, as also will the accompanying documents. It will be noted that Mr. Kearns has stated that I have on fyle in my office a blueprint showing how the land under lease No.74 was subdivided. Such, however, is not the case and it is presumed that the late Agent Byrne of New Westminster may have sent this to the Department. The Department will know if any subdivision has been authorized by it. Awaiting further instructions in this matter, I am,

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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Under the circumstances obtaining, it would, as already stated, seem advisable- alike in the interests of the lessee and of the Indians- that Lease No 74 should be terminated and a new agreement drawn up, embodying all the terms and conditions upon which lease is desired and submit same to the Department for consideration.

It is to be observed, in particular, that in terminating the lease, Mr. Kearns will be given an opportunity to re-lease, whereas, if cancellation is resorted to, such would not be the case.

The constant friction cannot be allowed to continue, in any event, and a settlement on the basis indicated is suggested.

I may say that there appears to be no record of the blue print, showing sub-division of the land, having been filed in the Department.

Your obedient servant

J. D. McLEAN

Assistant Deputy & Secretary-
(J. D. McLean.)

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13 167/29-

OTTAWA, 8th July, 1926-

Sir-

Lease No 74: J. D. Kearns-
Land on Seshelt Ind. Res.

I beg to acknowledge the receipt of your letter of the 17th Ultimo, with enclosure, relative to matters pertaining to this lease, which have from time to time been brought before the Department, indeed, practically ever since the issue of Lease strained relations and general dissatisfaction have been reported as existing between the lessee and the Indians,- owing, in large measure, it would seem, to some verbal agreement made but also to violation of terms of lease.

The Department has gone carefully into this case and, after a full consideration of the representations submitted, it has been decided that the most satisfactory settlement can be reached by a termination of the current lease.

As advised in letter of the 28th May last, sub-leasing was controlled by a clause which made provision for submission of all sub-leases for approval.

According to letter of the 14th Ultimo from Mr. Kearns, a number of sub-leases have been granted by him, apparently, in violation of the clause referred to; consequently, the Department would be justified in cancelling the lease, but this action is not contemplated, if a satisfactory settlement can be otherwise arranged.

H.Y.O.

Chas. C. Perry, Esq.,
Indian Agent,
Winch Building,
VANCOUVER,
B. C.-

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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Sechelt B.C.
Jan 3rd 1927

C C Perry
Indian Agent

Dear Mr Perry.
The Sechelt Indian Council held a meeting investigating lease at Selma Park.
When Mr W. P. Kearns attempted to lease the (10 acres) he came with the late Mr J. Byrnes and gathered the people in the meeting hall where Mr W. P. Kearns asked the Indians for the (10 acres) to lease, on this first attempt the Indians did not agree with Mr. Kearns, during the meeting the late Mr Byrnes stated that he had every body signed.
Dan Paull stood up and asked him who gave him authority to sign his name. the agent answered that was his business es. and that the Indians told him that they did not

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agree to Mr Kearns petition
for the (10 acres) the the
Indians left the hall then
on a Sunday just after church
service the agent got the old
people together again and
urged them to sign but the
Indians again did not agree
with Mr Kearns. It was then
when Mr William P. Kearns
made all the promises follow
ing so he might succeed
to have them sign
(1)st that $5000. was to be sent to
the funds yearly
(2)nd that he would remitte
($125.00) to the church yearly
(3)rd That all the clearing that
was to be done inside the
lease and any job that was
to be done has to be done

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2
pt. 1)

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CANADA

by Indians only.

"4" The he would promote and hold a social every year and the proceeds to go to the church and he guaranteed the proceeds not to go below a hundred dollars yearly. These of course got the old people who thought these promises were done on the agreement the agent got three or four old people to sign. the rest of the people had left them, and this lease was signed on a Sunday some of the people can remember quite well. and now up to date there has never been a cent received by the Indians

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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On the time the Indians decided to paint the church Dan Paull went to Mr Kearns at Selma Park to ask him to help the Indians pay for paint as he already had leased a year so Mr Dan Paull finally got him to promise to sign a cheque for $25.00 and that he was going give Rev Plomondon. the $25.00 cheque was never received.

On the 24th of May 1921 the people again got Mr Kearn on the play grounds here in the village and asked him to pay the years dues of $25.00, at the time he stated. he dad'ent have any money with him so he plomised again the ~~the~~ next year he would

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

remitted $250.00 for the two years and we are still ~~yet~~ waiting for the two hundred ~~yet~~ and fifty yet

And another matter came to light that at the time when Mr Kearn leased the 10 acres he said he wanted only the ground to lease that any body was free to cut wood or make cord wood to sell inside the lease and now to day we cant even touch a stick. the other day one of the Indians went to cut wood for his own use on the lower side of the public road and was surposed to see a lady walk up to him and told him that she was ordered by Mr Kearns to watch

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

that no wood should be taken off the lease.

We have a lot to say about Mr Kearn crooked work but it will come to light when we have him here.

So the council came to a final decection to night that they dont want no more promises from Mr Kearn and that they are through with him and to have the lease canceled.

Yours truly
Reginald Powell

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13167-29

DEPT. OF INDIAN AFFAIRS
JAN 26 1927
RECORDS

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B. C.,

IN YOUR REPLY REFER TO
No. 446
ALSO
TO DATE OF THIS LETTER

Jan. 21, 1927. 19

LANDS BRANCH
JAN 25 1927

Sir,—

I have the honour to refer to Departmental letter dated July 8th last, No.13 167/29- with reference to Lease No. 74, held by Mr.J.D.Kearns with respect to ten acres of land in the Sechelt Reserve No.2, of the Sechelt Tribe.

In this connection, I beg to say that I forwarded a copy of the Department's letter to Mr.Kearns and received a reply to the effect that he had not in any way violated his lease with the Department and that he had received official permission to sub-let a portion of portions of the land held by him, under lease from the Department. He suggested that if he and I would decide on a definite proposal as being in the best interests of both the Indians and himself and the same were placed firmly before the Indians at a meeting to be arranged later on, the whole matter would be satisfactorily adjusted. This letter was dated August 24th; from which time on the Sechelt Indians were away fishing and therefore absent from their village continuously until Christmas, when I purposed upon their return to hold a meeting with them.

I wrote to Mr.Kearns on Dec.6th, informing him that I would be going to Sechelt before Christmas as the Sechelt Indians would be at home and as Mr.Kearns had shown no disposition to discuss his proposals with me, as suggested by him, I asked him to put his settled conclusions in the matter in writing and informed him that if he could accompany me to Sechelt, he would receive courteous attention from the Indians, who would discuss the matter fully with him. I did not hear from Mr.Kearns in reply to this letter, so I called on him personally before leaving for Sechelt and up Coast reserves, thinking that Mr.Kearns would, thereby, be given ample opportunity to come to Sechelt with me to meet the Indians. Mr.Kearns stated that he regretted he could not go, but that if he could not go personally after Christmas, he would probably send his solicitor if I could

arrange

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

arrange to accomp
Christmas and bef
their village agai

On Decemb
letter from the Sec
Council stating that
stopped a contractor,
in Mr.Kearns subdivis
this matter to Mr.Kear
informed me that Dan P
Sechelt Indians, had be
on this work and that h
$750.00, while that of t
around $300.00. Mr.Kear
examine these tenders an
his representations were
counselled the Indians n
ing Mr.Kearns' man to s
get into trouble over

I held a
Council on Dec.23rd.
that although Mr.Ke
at Christmas, he
they went away a

On J
Kearns office t
accompany me to
took my messa
returned, te
say that as
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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

I would add that on the day following the statement made by Mr.Kearns that he was leaving for Toronto that night, a telephone message to his residence elicited the information from a lady in Mr.Kearns' residence that he was in Victoria. I must say that I can only interpret the evasion of Mr.Kearns as indicative of his being afraid to meet the Indians. He has evaded this matter several times before and there appears no good grounds for his being afraid of the Indians, as I am sure they would be most courteous to Mr.Kearns in every way.

Mr.Kearns is now supposed to be in Toronto, and has promised that upon his return he will get into touch with me and arrange to go to Sechelt. It remains to be seen whether or not Mr.Kearns will fulfill his promise. In the meantime, these facts are presented to the Department for consideration . The original petition of the Sechelt Indians, dated Jan.3rd, is sent herewith. I have taken a copy for my own fyle.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

Department of Indian Affairs

File No. 13 167/29

Canada

Lands and Timber Branch

Ottawa, 2nd February 1927.

Memo. to the Deputy-

approved OCL

Lease No 74: John D. Kearns-
Land on Sechelt Ind. Res.

In connection with this lease, I beg to report that there has been constant friction ever since Mr. Kearns entered into occupation of the land, and it would appear that the cause of dissatisfaction is, largely, certain promises said to have been verbally made by Mr. Kearns to the Indians and, hence, not embodied in lease.

There is, however, sufficient cause for cancellation of the lease, as, aside from every other consideration, the condition regarding sub-leasing has been violated. It was provided as follows:

" It is hereby further covenanted and agreed
" that the said party of the second part, his
" executors, administrators or assigns may
" sub-let a portion or portions of the land
" hereby leased, upon obtaining the consent
" of the party of the first part."

In a letter submitted by the agent, Mr. Kearns refers to having sold or sub-let a building site to one Mrs. Lund and mentions "other residents on the property under lease", so that he has, most apparently, violated the terms of lease, as the action taken was not approved by the Department.

In order to end the long-continued friction and general dissatisfaction, I beg to recommend that, in accordance with the wish of the Indians, this lease be cancelled.

Let. 3rd Jany 1927-

H.H.O.

Officer in Charge.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13 167/29-
Lease No 74

987/32-5-2
Vol-1

Department of Indian Affairs,
OTTAWA, 9th February, 1927-

WHEREAS a Lease, dated 9th November 1920, was issued to John D. Kearns, of the City of Vancouver, British Columbia, covering all that portion of land in the Sechelt Indian Reserve No 2, in the District of New Westminster, Province of British Columbia, containing approximately ten acres and four-tenths of an acre, described as follows;-

> Commencing at the intersection of the south limit of the said Reserve with high water mark on Trail Bay, thence east along the said southerly limit six chains more or less to a point distant nineteen chains from the south-east angle of the said Reserve, thence north twenty-six chains, thence west six chains, more or less, to the high water mark of Trail Bay, thence southerly, following the said high water mark to the point of commencement;

said lease being subject to certain conditions, one of which was that the consent of the Department was essential to any sub-leasing.

AND WHEREAS it has been established to my satisfaction that the condition referred to has been violated;

NOW THEREFORE by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 81, Revised Statutes of Canada, I hereby cancel the said lease and resume the said land.

Duncan Ca[illegible]
Deputy Superintendent General
of Indian Affairs.

The original of this Document has been
[illegible] in the Records of
the Indian Land Registry.
A. McCadden
Reg 3N No 71

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 167/29-

OTTAWA, 14th ~~January~~ February, 1927-

Sir-

Lease No 74: John D. Kearns.
Land on Sechelt Ind. Res.

Referring to your letter of the 21st Ultimo and prior correspondence, I beg to advise you that this lease has been cancelled and the land covered thereby resumed by the Department.

I may say that, owing to long-continued fraction and general dissatisfaction, it seemed advisable from every point of view,- that of the lessee as well as that of the Indians,- that this lease should be cancelled and, as the condition regarding sub-leasing had been violated, this action was taken.

Your obedient servant

In charge Lands & Timber Branch.
(J. C. Caldwell.)

C. C. Perry, Esq.,
Indian Agent,
Winch Building,
VANCOUVER,
B. C.-

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

JOHN D. KEARNS
ROGERS BUILDING
VANCOUVER, B.C.

March 11th., 1927.

C.C. Perry, Esq.
Indian Agent,
206 Winch Building,
Vancouver, B.C.

Dear Sir:-

Upon my return from the East this morning, I find your letter of March 4th. with respect to the lease I have of a portion of the Sechelt Indian Reserve.

I do not, of course, admit that the Department have any right whatever in the premises to cancel my lease, but it is evident, however, that there is a desire on the part of the Department that this result be attained. In view of this condition and the fact that I have some rights in the case, I suggest that, in the best interests of all concerned, this is a matter which can very easily be settled by the Indian Department and myself coming to an amicable arrangement. I should like to see this brought about , and believe that if you and I could discuss the matter with this sort of a basis in mind, an early and satisfactory adjustment of the whole thing could be made.

Yours very truly,

Jno. D. Kearns

JDK/FR.

VANCOUVER INDIAN AGENCY

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

206 Winch Building,
Vancouver Agency, Vancouver, B.C.

March 15, 1927.

3-15

Sir:

I have the honour to acknowledge receipt of Departmental letter dated 14th. January last, No. 13 167-29- informing me that lease No. 74 to John D. Kearns, of Vancouver, of land of the Sechelt Reserve No. 2. had been cancelled and the land covered thereby resumed by the Department. I duly notified Mr. Kearns and on March 11th, received from him a letter, the original being sent herewith.

Mr. Kearns' letter is similar to ones previously received from him in which he has suggested a discussion of the matter, as though ample opportunity had not been given him to do so. I met Mr. Kearns on the street on March 10th., when he told me he had received the Department's letter which did not worry him a bit as long as the parties to whom he has sub-leased are taken care of. Beyond this I do not believe Mr. Kearns has any constructive program to suggest to the Department, and I think the action taken by the Department to cancel the lease was the very best thing that could be done, and I feel the Department should adhere to this.

The Department will be aware from previous correspondence that the Union Steamship Company Ltd. and other parties have obtained from Mr. Kearns sub-lease of portions of his leasehold, but as the Department's letter above quoted has not mentioned these I would ask that the Department kindly give me instructions as to its pleasure in the course to be pursued in dealing with the sub-lessees.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

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PUBLIC ARCHIVES
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CANADA

13 167/29-

1. A. D. M.
2. Lands

OTTAWA, 25th March, 1927-

Sir-

I beg to acknowledge the receipt of your letter of the 18th Instant, with enclosure, relative to cancellation of Lease No 74, in favour of Mr. John D. Kearns, in connection with which I would say that the Department has ascertained that cancellation of the main lease carries with it cancellation of sub-leases, which, in their very nature, could only be valid during the currency of the lease under which they were granted

Your obedient servant

Sgd. J. D. McLean

Assistant Deputy & Secretary-
(J. D. McLean.)

Chas. C. Perry, Esq.,
Indian Agent,
206 Winch Building,
VANCOUVER, B.C.-

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CANADA

13167 29

House of Commons
Canada

Ottawa, April 9, 1927.

Dear Doctor Scott,-

Will you please read the enclosed telegram from Mr. J. D. Kearns of Vancouver, B.C. If there is anything within reason that can be done to meet his wishes, I would appreciate the courtesy very much.

Yours sincerely,

H. H. Stevens

Duncan C. Scott, Esq.,
Deputy Supt. General of
Indian Affairs,
Ottawa, Ontario.

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PUBLIC ARCHIVES
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File 13,167-29.

April 12, 1927.

Dear Mr. Stevens,-

Inclosure.

I have received your letter of the 9th instant, inclosing telegram received by you from Mr. J. D. Kearns, of Vancouver, which I return herewith, and having reference to a lease which Mr. Kearns held until recently of a portion of the Sechelt Reserve No. 2, of New Westminster.

This lease to Mr. Kearns was cancelled by the Department on the 9th of February last, for the reason that certain promises made by the lessee to the Sechelt Band had not been fulfilled. I may say that during the entire currency of this lease it caused the Department a great deal of trouble, and cancellation was the only feasible solution of the difficulty.

The Department has no objection to re-leasing the land in question to Mr. Kearns, providing he first reaches some definite and specific understanding with the Indians. In fact Agent Perry, of Vancouver, requested Mr. Kearns to take this action, but without satisfactory result. If Mr. Kearns will make arrangements with Agent Perry to meet the members of the Band for the purpose of re-opening the matter, I am sure he will be met with every possible courtesy, both by our Agent and by the Indians. The points in dispute in connection with the previous lease may to outsiders appear trivial, but to the Indians they were important, and I am sure the whole question is capable of amicable adjustment.

No good purpose can be served by Mr. Kearns coming to Ottawa to discuss this matter, as a settlement depends entirely upon some mutual agreement between Mr. Kearns and the Indians. In so far as the present

Hon. H. H. Stevens, M.P.,
House of Commons,
Ottawa.

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CANADA

situation is concerned, the lease to Mr. Kearns is not now current, having been cancelled officially by the Department as and from the 9th of February this year.

Yours very truly,

Duncan C. Scott

Deputy Superintendent General.

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CANADA

Letter
Mr Lamb's son called at Head and said he would come with his mother and see what could be done etc

VANCOUVER INDIAN
17

MR PERRY

INDIAN DEPT.
Dear Sir

SELMA PARK MAY 23rd 1927

I received your letter, and in it you ask me to make an offer. I am not in a position for the time to do so. When I came here a year ago . I had just enough to put up this place, and I have borrowed the money to put the other one up in the hope of a little help. I would not have dreamed of doing this if I had known it was a fraud. Now a year ago Dan Paul came to me and told me this place was theirs, and he had put a skid road on it and I could not build a house at the foot as he had it covered with logs. I did not understand my position, and wrote Mr Kearns as I did not want to jeopardize all my savings, and Mr Kearns sent you the letter, I had a reply from Mr Kearns. telling me it was all right, and I presume you coincided with it not hearing to the contrary. Now I am told it is a treaty torn up, how do we know it will be honored next time? My place is not as big as Mr Meireys, and he has occupied his for five years, and myself one. his place is 66ft and a great deal longer. mine is 59ft and one of the shortest. it is hardly a square deal to want me to pay

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much as Mr Meirey, or some of the others. Now when I took it, it was not, to never improve it even though it should revert to the Indians for I have put every ounce of energy I possessed, ~~possessing~~ it and it has made me very sick to think how I have been allowed to do it all falsely. it does not reflect a high principle of the Indian dept. to me the technicality you speak of does not appear to mean anything. I shall have to await the issue, meantime thanking you for asking me to make a bid, and I know it is not of your seeking, all this trouble, and recognize your difficult position.

Yours very sincerely
Mrs L. Lamd

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80 Eighth St.
New Westminster, B. C.
May 17th. 1927.

C. C. Perry, Esq.
Indian Agent,
Indian Department,
Dominion Building,
Vancouver, B. C.

Dear Mr. Perry:

I have your letter dated May 17th., 1927, re cancellation of my lease of ~~[illegible]~~ Lot I (one) Sechelt Indian Reserve No. 2 (two), B. C.

In this letter you suggest that I put in an application for the privilege of further occupancy of Lot I (one).

I therefore hereby make application for permission to purchase said Lot I (one), Sechelt Indian Reserve No 2 (two), B. C., and will pay $250.00 (two hundred and fifty dollars) for same.

Kindly submit this application to the Indian Council to be held in June proximo.

And Oblige,

Yours Faithfully,

Henry Morey

P. S.— I would also like to ~~[illegible]~~ state that for the past two years I have occupied said Lot for some portion of every month in the year excepting Dec. and Jan.

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1010 Haro St Vancouver B.C.

May 19th — 27

Dear Sir

I hereby submit offer of Two hundred & Fifty dollars for Lot Four (4) Shown on Blue Print of Salmon Park Indian Reserve addition number Two in the Province of British Columbia

Yours Truly

John Winter

E. C. Perry
Indian Agent
Vancouver B.C.

Poor copy

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CANADA

1816 - 36th avenue West,
Vancouver, B.C. April 22, 1927.

Mr. C.C.Perry, Agent,
Department of Indian Affairs,
Vancouver, B.C.

Dear Sir,

I hereby make application to the Department of Indian Affairs for a lease of one lot situated in Sechelt Indian Reserve Number Two (2) and described as Lot fifteen (15) on a plan or map made by John D.Kearns and particularly described as follows:

"Commencing at a point eight hundred and forty-one feet (841 ft south of the north east corner of said land, running thence fifty-nine feet (59 ft.) south thence west at right angles to a point twenty feet (20 ft.) above high water mark, thence in a northerly direction fifty-nine feet (59 ft.) parallel to said high water mark, thence east to the point of commencement."

This property was subleased to me by John D.Kearns on September 15, 1927 for a consideration of $100 cash and the annual payment of $2. On the strength of such sublease I have proceeded to clear the front portion of the above lot and have built a house thereon.

I therefore apply for the reaffirmation of my sublease or a new lease direct from the government of the same portion of land.

Yours truly,

J Lightbody

VANCOUVER INDIAN OFFICE
17 II

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729 Queens Ave.
New Westminster, B. C.
May 19th. 1927.

C. C. Perry, Esq.
Indian Agent,
Dept. of Indian Affairs,
Vancouver, B. C.

Dear Mr. Perry:

In the matter of the cancellation of my lease of Lot No. 2 (two) Sechelt Indian Reserve, No. 2 (two) B. C.

I wish to continue occupancy of this lot and hereby make application to the Indian Department to purchase same. I will pay the sum of $250.00 (two hundred and fifty dollars) for this lot, No 2 (two).

Will you kindly put this before the Indian Council to be held in June next.

I would also like to state that for the past two years have occupied the said lot for a portion of every month in the year excepting Jan. and Dec.

Hoping yhis will meet with your approval,

I Remain,

Yours Truly, John A. Hamerton

VANCOUVER INDIAN SERVICE

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UNION STEAMSHIPS LIMITED
SUCCESSORS TO
THE UNION STEAMSHIP COMPANY
OF BRITISH COLUMBIA LIMITED.

J. H. WELSFORD & CO. LIMITED
OF LIVERPOOL
AGENCY

CABLES:
UNION VANCOUVER.
CODES:
BENTLEY'S, A.B.C. 5TH AND SCOTT'S

HEAD OFFICE AND WHARF:
FT. CARRALL ST. VANCOUVER, B.C.
TELEPHONE: BRANCH EXCHANGE SEY. 306

VICTORIA OFFICE:
1 BELMONT HOUSE
PRINCE RUPERT OFFICE:
2ND. AVENUE

SUMMER RESORTS AT BOWEN ISLAND
AND SELMA PARK, B.C.

STEAMERS

CARDENA
CHELOHSIN
COWICHAN
CHILCO
CHILKOOT
LADY EVELYN
LADY CECILIA
CAMOSUN
VENTURE
CHEAKAMUS
CAPILANO
CHILLIWACK
LADY ALEXANDRA
LADY CYNTHIA
CATALA

GENERAL MANAGER
HAROLD BROWN
ASSISTANT MANAGER
A. L. CLEMENTS

Vancouver, B.C.
May 23rd, 1927.

G. O. Perry Esq.,
Indian Agent,
Vancouver, B. C.

Dear Sir:-

I beg to acknowledge receipt of your favour of the 17th, inst., notifying us that the general lease held by Mr. John D. Kearns in the Sechelt Indian Reserve, No. 2 B. C., has been cancelled by the Department of Indian Affairs.

We are naturally anxious to continue our tenancy of the Recreation Ground at Sechelt, for which we have been paying a rental of $15.00 a year, and we are very much hoping that this lease can be obtained direct from the Indian Department in substitution of the sub-lease of Mr. Kearns. Perhaps you would kindly advise us in due course what can be done?

Yours truly,

Harold Brown

General Manager.

HB/H.

VANCOUVER INDIAN OFFICE
17

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1127 - 27th. Ave. East.
Vancouver, B.C.
May 30th. 1927.

Mr. C.C. Perry,
Agent Indian Affairs of B.C.
739 Hastings St. W.

Dear Sir:

I would like to apply for lease of Lot 14 (as sub- divided by Mr. J.D. Kearns) Indian Reserve No. 2, Sechelt, B.C. as I already have a lease on Lot No. 14 from Mr. Kearns.

After the meeting to which you refer in your recent notice to me would you kindly let me know what the price and terms of payment would be on said lot.

I remain,
Yours truly,
(Mrs.) Lillian A. Grafton.

(Mrs.) Lillian A. Grafton.

VANCOUVER INDIAN OFFICE
'27

Rec'd Jun 2

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CANADA

1009 Nelson St.
Vancouver B.C.

In reply to No 3/36

June 1st 1927

Dear Mr. Perry,

I received your letter of May 17th advising me that the lease of Mr. Kearns had been cancelled. I'd like to buy from the Indians, and offer Two hundred and fifty dollars cash for Lot No 10, the piece of land where the cottage "Restholme" now stands. This is not a summer cottage proposition, as I intend to improve the above for a permanent home for myself and wife.

Please be good enough to place this offer before the council meeting in June,

Thanking you,

Yours etc

Arthur Wheeler

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17

Rec'd, June 2.

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7. 1316 7 29

24th March/29

Mr. McLean showed Dept. of Justice: Mr. Edwards states that cancellation of main lease carries, with it, cancellation of sub-leases, approved by Dept.

J.H.G.O.

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CANADA

JOHN D. KEARNS
ROGERS BUILDING
VANCOUVER, B.C.

June 14th., 1926.

C.C. Perry, Esq.
Indian Agent,
Holden Building,
VANCOUVER, B.C.

Dear Sir:-

I have your letter of June 5th., requesting a full list of persons who occupy portions of the land I have under lease from your Department at Sechelt.

You have on file in your Office a copy of the Blue Print showing how this land was sub-divided. I have sublet the following:-

Lot 1 - Henry Morey;
" 2 - J.S. Hainsworth;
" 3 - Myles Morley;
" 4 - John Winter;
" 9 - A. Wheeler
" 21 - Mrs. Louisa Lund;
" 22 - Walter Reichenbach;
" 24 - Union Steamship Company of B.C. Ltd.

1

I am enclosing copy of the sub-lease made with Mr. Morley, which is typical of the leases made with all the other parties.

Trusting this is the information you require, I am

Yours very truly,

Jno D. Kearns

JDK/FR.

Encl.

VANCOUVER INDIAN AGENCY

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MINUTES

Minutes of meeting of the Council of Sechelt Band held at Sechelt, B.C., June 11th. 1927, a majority of Councillors being present. C.C.Perry, Indian Agent, Vancouver Agency, B.C., presided. George Craigon, Indian Constable, acting as interpreter.

RESOLUTION

Moved by Chief John.
Seconded by Chief Tom.

That whereas, by letters dated 14th. January 1927 and March 25th. 1927, numbered 13167/29-, the lease of Mr. J. D. Kearns of Vancouver to approximately ten acres of land in Sechelt Reserve No. 2. was cancelled;

And whereas the said Mr. J. D. Kearns, prior to such cancellation had entered into agreements to sub-lease portions of the said ten acres to other parties;

And whereas Mr. J. D. Kearns and also the sub-lessees were notified by the Indian Agent of the cancellation of the original lease as well as the sub-leases, as a result of which applications have been received from most of the sub-lessees to purchase the lots so sub-leased by them:

And whereas this Council has perused and carefully considered correspondence, interviews and applications of the following sub-lessees, namely:-

Lot No. 1. Henry Morey, New Westminster, B.C.
2. J. S. Hainsword, New Westminster, B.C.
3. Myles Morley, Sechelt, B.C.
4. John Winters, Vancouver, B.C.
5. Myles Morley, Sechelt, B.C.
6. Myles Morley, Sechelt, B.C.
10. A. Wheeler, Vancouver, B.C.
14. Mrs. Lillian Grafton, Vancouver, B.C.
15. J. Lightbody, Vancouver, B.C.
21. Mrs. Louisa Lund, Sechelt, B.C.
24. Union Steamships Ltd., Vancouver, B.C. done

(10)

It is duly resolved:

1. That this Council decides not to sell any portion of the Sechelt Reserve, it being desirous to make arrangements by which the younger generation of Sechelt Indians will derive benefit by continuous leasing of the property under discussion.

2. That all the lots shown in the plan of subdivision made by Mr. Kearns and numbered from one to twenty-three inclusive be leased to the sub-lessees for a term of twenty years at

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an annual rental of twenty dollars per lot, commencing at July 1st. 1927.

3. That lot No. 24. which is equivalent approximately to five ordinary lots, be leased to the Union Steamships Limited, Vancouver, for a term of fifteen (15) years on payment of one hundred dollars per year; with an option to renew the said lease at the expiration of said term, upon terms and conditions to be arranged, said conditions not to exceed in rental fifty per cent (50%) additional of the rental to be paid for the first term.

CARRIED UNANIMOUSLY

I, Charles C. Perry, Indian Agent, Vancouver Agency, B.C., hereby certify that I was present at and presided over the meeting at which the foregoing resolution was passed and carried by a majority of five voting members of the eight Councillors, the other three Councillors being absent.

Charles C. Perry
.....
(Charles C. Perry)

VANCOUVER INDIAN OFFICE
17

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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THIS INDENTURE made the fifteenth day of September in the year of our Lord, One Thousand Nine Hundred and Twenty-six.

BETWEEN

JOHN D. KEARNS, of the City of Vancouver, Province of British Columbia, Broker, hereinafter called the Assignor,

OF THE FIRST PART

AND

JAMES LIGHTBODY of the City of Vancouver in the Province of British Columbia, Publicity Manager, hereinafter called the Assignee,

OF THE SECOND PART.

WHEREAS by a Lease dated the ninth (9th) day of November One Thousand Nine Hundred and Twenty (1920) and made between His Majesty King George the Fifth, represented by the Superintendent General of Indian Affairs, as Lessor, and the said Assignor as Lessee, the said Lessor did demise unto the said Lessee ALL AND SINGULAR all that portion of land in the Sechelt Indian Reserve Number Two (2), in the District of New Westminster, in the Province aforesaid, containing approximately ten (10) acres and four-tenths of an acres (4/10) and described as follows:-

Commencing at the intersection of the South limit of the said Reserve with High Water mark of Trail Bay, thence East along the said Southerly limit six (6) chains, more or less, to a point distant nineteen (19) chains from the South East Angle of the said Reserve, thence North twenty-six (26) chains, thence West six (6) chains, more or less, to the High Water Mark of Trail Bay, thence Southerly, following the High Water Mark to the point of commencement;

To hold from the said ninth (9th) day of November One Thousand Nine Hundred and Twenty (1920) for and during the term of twenty five (25) years on the terms and conditions and subject to the Lessee covenants and agreements therein contained, copy of which Lease is hereto attached;

AND WHEREAS the Assignor has subdivided said lands into residential lots according to the map or plan hereto attached;

AND WHEREAS the Assignor is desirous of assigning to the Assignee for the term of the said Lease, a portion of the lands herein described;

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of ONE HUNDRED DOLLARS ($100.00) now paid by the Assignee to the Assignor, (the receipt whereof is hereby acknowledged) the Assignor doth hereby lease and sublet to the Assignee all that portion of the said hereinbefore described lands and premises, described as follows, that is to say:-

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All that portion of the said lands described in the hereinbefore in part recited Lease and particularly described as follows:

LOT fifteen (15) in the subdivision of said lands and shown on the attached map and particularly described as,

Commencing at a point Eight hundred and forty one feet (841 ft.) South of the North East corner of said land, running thence fifty-nine feet (59 ft.) South, thence West at right angles to a point twenty feet (20 ft.) above high water mark, thence in a Northerly direction Fifty-nine feet (59 ft.) parallel to said high water mark, thence East to the point of commencement together with the residue unexpired of the said term of years and all benefits and advantages to be derived therefrom, to have and to hold the same unto the Assignee, his Successors and Assigns subject to the payments of the rents hereinafter contained and the observance and performance of the Lessee covenants and conditions hereinbefore expressed:

And the Assignor hereby covenants with the Assignee notwithstanding any act of the Assignor, the said Lease is a good valid and subsisting Lease, and that the Assignor now has in him good right, full power, and absolute authority to assign the said lands and premises in manner aforesaid, according to the true intent and meaning of these presents;

And that subject to the rent hereinafter reserved and the conditions herein contained, the Assignee may enter into and upon and hold and enjoy the said lands for the residue of the term granted by the Lease for his own use and benefit:

And the Assignee hereby convenants with the Assignor that he will from time to time and at all times during the continuance of said lease well and truly pay to the Assignor, his heirs, executors or assigns the sum of TWO DOLLARS ($2.00) per year in advance during term of said Lease the first payment of same to be made on the first (1st) day of November One Thousand, Nine Hundred and Twenty-six and every year hereafter during term of said Lease,

And the Assignee hereby convenants that he will from time to time and at all times during the continuance of the said term well and truly pay the said rental on the days and times the same shall respectively become due as aforesaid, and will also well and truly pay all taxes and charges, dues and duties whatsoever, which now are or hereinafter shall during the said term be payable in respect of the aforesaid premises, whether same be rated or assessed on the Landlord or tenant therefore, and in the event of the premises demised in this Indenture not being taxed or charged separately from the premises described in the afore-mentioned Lease, the Assignee covenants and agrees that he will in such event pay as aforesaid an equal amount per acres for the lands described herein as may be levied against or paid by the Assignor herein for the said lands under the terms of the said Lease,

And the Assignee further covenants and agrees that the conditions and provisoes with respect to spirituous liquors contained in the said original Lease shall apply to and be binding upon him;

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And it is hereby covenanted and agreed that if the rent hereby reserved, or any part thereof, shall at any time or times during the said term be in arrear or unpaid for the space of forty days after the days or any of them whereon the same shall become due, whether the same be demanded or not, or in case of breach or non-performance of any of the covenants herein contained, then and in such case it shall be lawful for the said party of the first part, or his successors, at any time after the expiration of the said forty days, into and upon the said lands and tenements, or any part thereof, in the name of the whole to re-enter and the same to have again, re-posses and enjoy as if this indenture had never been made;

And it is hereby declared and agreed that these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above-mentioned:

SIGNED, SEALED and DELIVERED in the presence of

Jno.D. Kearns (Signed)

F.L.Ranking

Stenographer.
601 Rogers Bldg.

J. Lightbody (Signed)

VANCOUVER INDIAN OFFICE
17

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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Vol 1
987/32-5-2

THIS INDENTURE made the twenty second day of October, in the year of our Lord, one thousand, Nine Hundred and Twenty-four

BETWEEN

JOHN DL KEARNS, of the City of Vancouver, Province of British Columbia, Broker, hereinafter called the Assignor,

OF THE FIRST PART,

A N D

MYLES MORLEY, of the Town of Sechelt in the Province of British Columbia, hereinafter called the Assignee,

OF THE SECOND PART :

WHEREAS by a Lease dated the ninth (9th) day of November, One Thousand, Nine Hundred and Twenty (1920) and made between His Majesty King George the Fifth, represented by the Superintendent General of Indian Affairs, as Lessor, and the said Assignor as Lessee, the said Lessor did demise unto the said Lessee ALL AND SINGULAR all that portion of land in the Sechelt Indian Reserve Number Two (2), in the District of New Westminster, in the Province aforesaid, containing approximately ten (10) acres and four-tenths of an acre (4/10) and described as follows:-

Commending at the intersection of the South limit of the said Reserve with High Water mark of Trail Bay, thence East along the said Southerly limit six (6) chains, more or less, to a point distant nineteen (19) chains from the South East Angle of the said Reserve, thence North twenty-six (26) chains, thence West six (6) chains, more or less, to the High Water Mark of Trail Bay, thence Southerly, following the High Water Mark to the point of commencement.

To hold from the said ninth (9th) day of November, One Thousand, Nine Hundred and Twenty (1920) for and during the term of twenty - five (25) years on the terms

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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and conditions and subject to the Lessee covenants and agreements therein contained, copy of which Lease is hereto attached,

AND WHEREAS the Assignor has subdivided said lands into residential lots according to the map or plan hereto attached,

AND WHEREAS the Assignor is desirous of assigning to the Assignee for the term of the said Lease, a portion of the lands herein described,

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One Hundred and Fifty Dollars ($150.00) now paid by the Assignee to the Assignor, (the receipt whereof is hereby acknowledged) the Assignor doth hereby lease and sub-let to the Assignee all that portion of the said hereinbefore described lands and premises, described as follows, that is to say;

All that portion of the said lands described in the hereinbefore in part recited Lease and particularly described as follows:

Lot three (3) in the subdivision of said lands and shown on the attached map and particularly described as;

Commencing at a point 126 feet (One hundred and twenty six feet) South of the North-east corner of said land running thence South Sixty six feet (66 ft.); thence running west at right angles to a point Twenty feet (20 ft.) above High Water Mark; thence Sixty six feet (66 ft.) North parallel to said High Water Mark, thence East to point of commencement; together with the residue unexpired of the said term of years and all benefits and advantages to be derived therefrom, to have and to hold the same unto the Assignee, his Successors and Assigns subject to the payments of the rents hereinafter contained and the observance and performance of the Lessee covenants and conditions hereinbefore expressed,

And the Assignor hereby covenants with the

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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Assignee notwithstanding any act of the Assignor, the said Lease is a good valid and subsisting Lease, and that the Assignor now has in him good right, full power, and absolute authority to assign the said lands and premises in manner aforesaid, according to the true intent and meaning of these presents,

And that subject to the rent hereinafter reserved and the conditions herein contained, the Assignee may enter into and upon and hold and enjoy the said lands for the residue of the term granted by the Lease for his own use and benefit,

And the Assignee hereby covenants with the Assignor that he will from time to time and at all times during the continuance of said Lease well and truly pay to the Assignor, his heirs, executors or assigns the sum of Two Dollars ($2.00) per year in advance during term of said Lease the first payment of same to be made on the first (1st) day of November One Thousand, Nine Hundred and Twenty-three (1923) and every year thereafter during term of said Lease,

And the Assignee hereby covenants that he will from time to time and at all times during the continuance of the said term well and truly pay the said rental on the days and times the same shall respectively become due as aforesaid, and will also well and truly pay all taxes and charges,dues and duties whatsoever, which now are or hereinafter shall during the said term be payable in respect of the aforesaid premises, whether same be rated or assessed on the Landlord or tenant therefore, and in the event of the premises demised in this Indenture not being taxed or charged separately from the premises described in the aforementioned Lease, the Assignee covenants and agrees that he will in such event pay as aforesaid an equal amount per acre for the lands described herein as may be levied against or paid by

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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the Assignor herein for the said lands under the terms of the said Lease,

And the Assignee further covenants and agrees that the conditions and provisoes with respect to spirituous liquors contained in the said original Lease shall apply to and be binding upon him,

And it is hereby covenanted and agreed that if the rent hereby reserved, or any part thereof, shall at any time or times during the said term be in arrear or unpaid for the space of forty days after the days or any of them whereon the same shall become due, whether the same be demanded or not, or in case of breach or non-performance of any of the covenants herein contained, then and in such case it shall be lawful for the said party of the first part, or his successors, at any time after the expiration of the said forty days, into and upon the said lands and tenements, or any part thereof, in the name of the whole to re-enter and the same to have again, re-possess and enjoy as if this Indenture had never been made,

And it is hereby declared and agreed that these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above mentioned.

SIGNED, SEALED AND DELIVERED

In the presence of

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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JOHN D. KEARNS
ROGERS BUILDING
VANCOUVER, B.C.

June 6th., 1927.

C.C. Perry, Esq.
Indian Agent,
739 Hastings St. W.
Vancouver, B.C.

Dear Sir:-

With further reference to your last two letters regarding my lease of the portion of Sechelt Indian Reserve.

I have given this matter more consideration, and must reiterate that the Indian Department have no right whatever to cancel my lease in this connection, and I do not wish to have the sub-tenants disturbed in any way by sending them letters saying that the lease has been cancelled. It is not cancelled so far as I am concerned, and I intend to rest entirely on my rights in this matter.

As stated in a former letter, I shall be pleased at all times to settle any disputes we have, in an amicable way, and I would ask you not to disturb the sub-tenants in any way, shape or form.

I am leaving for a trip to Moosejaw and Prairie points tonight and shall be away for a week or ten days.

Yours very truly,

Jno D. Kearns

JDK/FR.

VANCOUVER INDIAN OFFICE
17

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

4/56

206 Winch Building,
Vancouver Agency, Vancouver, B.C.

June 15, 1927.

Sir:

With further reference to my letter of today's date on the subject of lease No. 74. of Mr. J. D. Kearns at Sechelt Reserve No. 2., B.C., I beg to transmit herewith a sample copy of the agreements entered into between Mr. Kearns and the sub-lessees together with a blue print of the subdivision attached to the agreement of Mr. Lightbody, Lot No. 15.

It will be seen that Mr. Kearns received an initial payment of $100.00. on this lot and an undertaking to pay rental at $2.00 per year from which it is deduced that Mr. Kearns' intention was to have the aggregate of rentals in regard to all the lots take care of the annual rental due the Department under the terms of the lease. I am informed that on some lots $150.00 was paid.

The enclosed blue print of the subdivision is the only one I have for reference, and I would request that if the subdivision is approved, the Department have prepared some more blue prints for purposes of record and reference.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

206 Winch Building,
Vancouver Agency, Vancouver, B.C.

June 15, 1927.

4/56

Sir:

I have the honour to refer to Departmental letter dated March 25th. last, No. 13 167/29-, with reference to the cancellation of lease No. 74. in favor of Mr. John D. Kearns, of Vancouver, and sub-leases connected with the same, which it was stated could only be valid during the currency of the lease under which they were granted.

In this matter I beg to say I advised Mr. Kearns and also the sub-lessees of the Department's decision, as a result of which applications were made by the sub-lessees in most cases to purchase the lots held by them under lease from Mr. Kearns. The original applications are enclosed herewith and are detailed in the accompanying resolution of the Sechelt Indian Council which will be self-explanatory. I held a meeting of the Sechelt Indian Council on June 10th. and 11th. at which all details were carefully and thoroughly considered and discussed.

On my return to Vancouver I received a letter dated June 6th. from Mr. Kearns, the original of which is also sent herewith, in which he protests the cancellation of his lease, and the letter will be self-explanatory.

I would further advise the Department that I was consulted over the telephone by Mr. Leon Ladner, M.P. to whom Mr. Kearns had made complaint in the matter. I

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

explained the

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

June 15, 1927.

explained the situation fully to Mr. Ladner and told him that the Sechelt Council would be dealing with the situation and that no doubt the Indians would give the most careful and reasonable consideration to the circumstances surrounding this case. The data is submitted to the Department herewith and I would request that the Department be good enough to peruse it all and advise me in due course of its pleasure.

I am personally of the opinion that the decisions reached by the Sechelt Council are most reasonable in every way and I find that the Indians have no desire whatever to take advantage of either Mr. Kearns or any of the sub-lessees referred to, and I would recommend that the resolution be approved by the Department and the conditions therein be made known to the sub-leesses for their acceptance or refusal, as the case may be.

Your obedient servant,

(C. C. Perry)
INDIAN AGENT.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13167-29

Ladner & Cantelon

Barristers, Solicitors, Etc.

W. A. CANTELON — LEON J. LADNER, LL.B., M.P. — J. F. DOWNS

OFFICES: 510-514 ROGERS BUILDING
CORNER GRANVILLE AND PENDER STREETS
BRANCH OFFICE, LADNER B. C.

PHONES SEYMOUR 6989-6990
CABLE ADDRESS: "LADTELON"
CODE: WESTERN UNION

R

Vancouver, B. C.,

June 4th, 1927.

DEPT. OF INDIAN AFFAIRS
JUN 9 1927
VAN

LANDS BRANCH
JUN 22 1927

Dr. Duncan C. Scott,
Deputy Superintendent General of Indian Affairs,
O T T A W A, Ontario.

Dear Dr. Scott:

My firm is acting for James Lightbody, a well-known business man of this City, who sublet from John D. Kearns of Vancouver a portion of land for a summer home on the Sechelt Indian Reserve No. 2. Mr. Lightbody has built there a very nice summer cottage.

I have before me copy of the lease of the 9th of November, 1920, made on behalf of the Government by the Superintendent General of Indian Affairs with John D. Kearns. This lease covers the property in question and appears quite complete in all its formalities. I have also the original lease from Mr. Kearns to Mr. Lightbody. In addition, I have seen the correspondence between the Indian agent here, the late Mr. Byrne, and Mr. Kearns, in which the subletting was covered, and in my opinion all the formalities necessary under the lease between the Government and Mr. Kearns were complied with. There are a number of other people similarly affected.

Hence sub-leases not cancelled to Dept. for approval.

I am informed by those interested that the trouble all arises over some side arrangement that was supposed to have been made between the Roman Catholic Priest, who has charge of the Church at Sechelt and the Indians, and Mr. John D. Kearns.

The sub-lessees were not parties to the arrangements and had no knowledge of it. In the end the Department cancelled Mr. Kearns' lease. I believe the point taken was a technical one under the provisions of the lease, that he had failed to supply the names of the proposed sub-lessees to the Department. Mr. Kearns maintains that he

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did supply these names and not only that but he also has letters from the agent here covering fully the question of subletting.

The provision in the Government lease to Kearns reads that he "may sublet a portion or portions of the land hereby leased obtaining the consent of the said party of the first part". As mentioned above, Mr. Kearns informs me that he has letters from the Department covering that consent.

I have discussed the whole matter with Mr. Perry, who informs me that he has made a full report to the Department at Ottawa and that the cancellation of the main lease has been made on instructions from your Department.

Would you be good enough to let me know the grounds on which this lease has been cancelled. I am inclined to believe that the Department may be in error. In any event it would be an outrage beyond words if any step were taken by the Department to forfeit the lands and cause the people who have built expensive summer homes up there to lose their homes, especially when the Indian agent here was fully aware of what was going on. I am satisfied in law that this could not be done and in addition I know that your Department would not attempt such a step against innocent sublessees.

The suggestion has been made that the sub-lessees should make application to purchase their lots from the Department following the cancellation of the Kearns lease, but I would point out that if the Kearns lease has been cancelled illegally, then each of these purchasers would be bound to Kearns under the lease which they have with him. You will see that the situation is complicated. In addition, Mr. Kearns has some rights in the matter.

I would appreciate hearing from you as to the stand the Department takes.

With personal regards,

Yours sincerely,

Lucas Chadwick

LJL/A

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

File 13,167-29.

June 23, 1927.

Dear Mr. Ladner,-

I have just received your letter of the 4th instant, with reference to certain difficulties which have arisen in connection with a lease formerly held by Mr. John D. Kearns, of Vancouver, of a portion of land in the Sechelt Reserve No. 2. I shall write you again in a day or two, giving you full information.

Yours very truly,

Deputy Superintendent General.

Messrs. Ladner & Cantelon,
Barristers, etc.,
Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

File 13,167-29.

1 —
2 —

June 25, 1927.

Dear Mr. Ladner,-

Further in reply to your letter of the 4th instant, I have to say that by reason of the fact that Mr. John D. Kearns failed to carry out certain promises made to the members of the Sechelt Band, and also in view of the fact that he had not complied with the condition of his lease with respect to sub-leasing, the lease granted to him by the Department under date of November 9, 1920, of a portion of the Sechelt Reserve, was officially cancelled by the Department on the 9th of February last.

It is unfortunate that Mr. Kearns failed to fulfill certain promises made to the members of the Sechelt Band in connection with this lease, and the transaction has been the cause of a great deal of trouble to the Department and to the local Agent, as repeated but futile efforts have been made to have Mr. Kearns adjust the matter satisfactorily with the Band. Finally the dissatisfaction among the Indians had reached such a stage that the Department had no other recourse but to cancel the lease, this cancellation, of course, involving cancellation of all existing sub-leases.

It was never and is not now the desire of the Sechelt Indians to treat either Mr. Kearns or the sub-lessees unfairly, and while the Department has cancelled the lease to Mr. Kearns, it is our intention to protect the sub-lessees in every way possible, and in fact the Band Council has passed a resolution to this effect, setting forth certain very reasonable terms and conditions upon which it is their desire that the sub-lessees should retain their leaseholds. With regard to this phase of the matter, we are communicating with

Leon J. Ladner, Esq., LL.B., M.P.,
Messrs. Ladner & Cantelon,
Barristers, etc.,
Rogers Building,
Vancouver, B. C.

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PUBLIC ARCHIVES
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CANADA

the local Agent with instructions to inform each of the sub-lessees of the wishes of the Band with respect to their holdings.

It would appear that Mr. Kearns has already benefitted to some considerable extent by the sub-leases granted, and it is not our intention to again lease the property to him direct.
I can assure you, however, that all the sub-lessees will be fully protected, and leases granted for a reasonable period and upon fair terms and conditions.

Yours very truly,

Deputy Superintendent General.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

13,167-29.

Ottawa, September 8, 1927.

Sir,-

Referring to your report to the Department, dated June 15th last, with reference to the cancellation of Lease No. 74, Sechelt Indian Reserve, in favour of Mr. John D. Kearns, of Vancouver, I may say that the Department is prepared to deal with this matter in the manner set forth in the resolution of the Sechelt Band Council dated June 11th. Will you kindly notify the Department whether you have had an opportunity of discussing this question of leasing with the various parties interested, and if so, advise whether the sub-lessees from Mr. Kearns are prepared to re-lease in accordance with the terms and conditions of the resolution of the Band Council. If these conditions are generally agreeable, the Department is prepared to issue the necessary individual leases.

Your obedient Servant,

A. F. MacKenzie.
Acting Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
206 Winch Building,
Vancouver, B. C.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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13167-29

INDIAN AGENT'S OFFICE

206 Winch Building,
Vancouver Agency, Vancouver, B.C.

IN YOUR REPLY REFER TO
No. 3/7
ALSO
TO DATE OF THIS LETTER

September 27, 1927.

LANDS BRANCH
OCT 3 1927

Sir,—

I have the honour to acknowledge receipt of Departmental letter dated September 8th., No.13167-29, with reference to the cancellation of the lease of Mr. John D. Kearns at the Sechelt Indian Reserve No.2. With regard to the Department's enquiry as to whether the conditions of the proposed sub-leases in accordance with the resolution of the Sechelt Band Council are satisfactory, I beg to say when the resolution was passed I approached a majority of the occupants of the several lots telling them of the terms made by the Indians subject to the Department's approval and I was informed by these people that the terms were generally agreeable to them. It is possible, however, that one or two of them might find a little difficulty in financing and in such cases no doubt payments could be made semi-annual if found necessary. No requests, however, have been made along this line, and it is assumed that it will be in order to proceed with the preparation of the leases.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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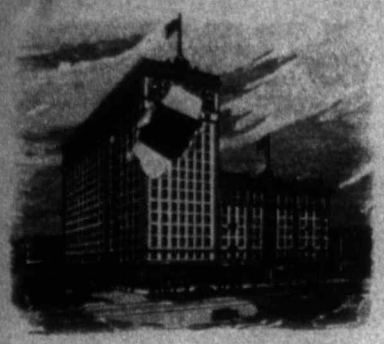

P. K. HUNT,
MANAGER

DIRECTION OF
UNITED
OF AMERICA

King Edward Hotel

THE UNITED CHAIN

NEW YORK CITY	THE ROOSEVELT	FLINT, MICH.	THE DURANT
PHILADELPHIA, PA.	THE BENJAMIN FRANKLIN	NEWARK, N. J.	THE ROBERT TREAT
SEATTLE, WASH.	THE OLYMPIC	PATERSON, N. J.	THE ALEXANDER HAMILTON
WORCESTER, MASS.	THE BANCROFT	TRENTON, N. J.	THE STACY-TRENT
ALBANY, N. Y.	THE TEN EYCK	HARRISBURG, PA.	THE PENN-HARRIS
UTICA, N. Y.	THE UTICA		
SYRACUSE, N. Y.	THE ONONDAGA		
ROCHESTER, N. Y.	THE SENECA		
" "	THE ROCHESTER		
NIAGARA FALLS, N.Y.	THE NIAGARA		
ERIE, PA.	THE LAWRENCE		
AKRON, OHIO	THE PORTAGE		

IN CANADA

MONTREAL	THE MOUNT ROYAL
TORONTO	KING EDWARD
HAMILTON	ROYAL CONNAUGHT
NIAGARA FALLS	THE CLIFTON
WINDSOR	PRINCE EDWARD
ST. JOHN, N. B.	THE ADMIRAL BEATTY

Toronto,
CANADA

November 9th, 1927.

Duncan C. Scott, Esq.,
Deputy minister of Indian Affairs;-
Ottawa, Ont.

Dear Sir;-

Re Sechelt Indian Reserve, B.C.

I had expected to be in Ottawa on this date and to call on you personally in regard to the above matter. As it is now, I am delayed and therefore I am enclosing herewith my cheque for Fifty Two Dollars ($52.00) in payment of the rental of the portion of the Sechelt Indian Reserve covered in my lease from your Department. This is to pay the rent for the year commencing December 9th, 1927.

Please be good enough to mail the receipt of same to me at this address, The King Edward Hotel, Toronto, Ont. I shall be here some days.

Thanking you in advance for this, I am,

Yours very truly,

Jno. D. Kearns.
of Vancouver, B.C.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

File No. 13167-29.

November 10th, 1927.

Dear Sir,-

I return herewith your cheque for the sum of Fifty-two Dollars, which accompanied your letter of the 9th instant, as the Department for cause some months ago cancelled your lease covering a portion of the Sechelt Indian Reserve No. 2.

Enclosure.

You were advised at the time of this action by our Agent in Vancouver, Mr. C. C. Perry, and the lease cannot now be re-instated. The Department is dealing direct with the various sub-lessees now in occupation of portions of this property.

Yours very truly,

Duncan Scott

Deputy Superintendent General.

John D. Kearns, Esq.,
C/o King Edward Hotel,
Toronto, Ontario.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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13167-29

DIRECTION OF UNITED OF AMERICA

King Edward Hotel

THE UNITED CHAIN

NEW YORK CITY	THE ROOSEVELT	FLINT, MICH.	THE DURANT
PHILADELPHIA, PA.	THE BENJAMIN FRANKLIN	NEWARK, N. J.	THE ROBERT TREAT
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WORCESTER, MASS.	THE BANCROFT	TRENTON, N. J.	THE STACY-TRENT
ALBANY, N. Y.	THE TEN EYCK	HARRISBURG, PA.	THE PENN-HARRIS
UTICA, N. Y.	THE UTICA		
SYRACUSE, N. Y.	THE ONONDAGA	IN CANADA	
ROCHESTER, N. Y.	THE SENECA	MONTREAL	THE MOUNT ROYAL
	THE ROCHESTER	TORONTO	KING EDWARD
NIAGARA FALLS, N.Y.	THE NIAGARA	HAMILTON	ROYAL CONNAUGHT
ERIE, PA.	THE LAWRENCE	NIAGARA FALLS	THE CLIFTON
AKRON, OHIO	THE PORTAGE	WINDSOR	PRINCE EDWARD
		ST. JOHN, N. B.	THE ADMIRAL BEATTY

P. K. HUNT
MANAGER

Mr Ca[illegible]

Toronto, CANADA

DEPT. OF INDIAN AFFAIRS
NOV 14 1927
RECORDED

November 11th, 1927.

Duncan C. Scott, Esq.,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Dear Sir;-

Re Sechelt Indian Reserve Lease.

Your letter of November 10th returning my cheque for $52.00 received and contents of your letter carefully noted.

I must again state that I have not violated in any way the terms of my lease with the Indian Department and you have no right to cancel the lease. I expect you to respect my rights in the matter and also the sub-lessees of the Reserve.

It comes to my knowledge that Mr. J.N.Ellis, K.C. of Vancouver is in Ottawa at this time and I am today writing asking him to call and discuss the question with you.

Yours very truly,

Jno D. Kearns

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

GREENE & JOHNSTON
BARRISTERS AND SOLICITORS
HOPE CHAMBERS, 63 SPARKS STREET
OTTAWA
CANADA

AINSLIE W. GREENE
W. H. JOHNSTON

TELEPHONE QUEEN 4353

DEPT. OF INDIAN AFFAIRS
DEC 21 1927
RECORDS

December 19th, 1927.

Our file 2393

Dr. D. C. Scott,
Superintendent General of Indian
Affairs,
Ottawa, Ontario.

Dear Sir:

I beg to quote the following from a telegram from Messrs. Ladner and Cantelon, Barristers of Vancouver to myself:

"Please tender in legal tender fifty two"
"dollars to Superintendent General of In-
"dian Affairs on Monday nineteenth sure
"during office hours said tender being
"payment of rental in advance by John D.
"Kearns for a portion of Sechelt Indian
"Reserve pursuant to lease made ninth
"November nineteen twenty stop"

I would be obliged if you would acknowledge to me that I made a tender to you this morning of the sum of $52.00 in the terms as above set out.

Yours very truly,

Ainslie W. Greene

MMC

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13163-29

file

December 19, 1927.

Dear Sir,-

You called upon me this morning and tendered the sum of $52.00 in the terms of the telegram from Messrs. Ladner and Cantelon, Barristers, of Vancouver, which you quote. I was unable to accept your offer and did not receive the cash.

Yours very truly,

Duncan Campbell Scott

Deputy Superintendent General.

DCS.

Ainslie W. Greene, Esq.,
Messrs. Greene & Johnston,
Barristers, Etc.,
Hope Chambers,
63 Sparks Street,
Ottawa.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

Ladner & Cantelon

Barristers, Solicitors, Etc.

W. A. CANTELON LEON J. LADNER, LL.B., M.P.
J. F. DOWNS

OFFICES: 510-514 ROGERS BUILDING
CORNER GRANVILLE AND PENDER STREETS
BRANCH OFFICE, LADNER, B. C.

PHONES: SEYMOUR 5969-6990
CABLE ADDRESS: "LADTELON"
CODE: WESTERN UNION

Vancouver, B. C.

December 27, 1927.

Duncan C. Scott, Esq.,
Deputy Superintendent General of Indian Affairs,
Ottawa, Ont.

Dear Dr. Scott:

As you may recollect, our firm has been acting for Mr. Lightbody in connection with the Sechelt leases, in order to protect his interests as one of the persons who built up there.

On the 17th inst. Mr. John D. Kearns came into our office and asked if we would have a tender made to preserve his rights. I accordingly wired Mr. Greene of Ottawa to do this. Up until that time our firm had been acting for him. Lightbody only

I think when I go down to Ottawa at the beginning of the Session I will be able to work out with you some solution of this matter. On the facts and documentary evidence which Mr. Kearns possesses, I am of the opinion that his position is quite sound from a legal point of view. The sub-lessees, having paid $100 and agreed to pay an annual rental, did not like the idea of losing that amount and paying more. However, I think these matters can be overcome too.

Mr. Kearns desires to keep faith with the people with whom he dealt and I think from the data which he has I will be able to satisfy you as to the wisdom and fairness of working out some arrangement.

With personal regards and wishing you the compliments of the Season,

Yours sincerely,

Leon J. Ladner

LJL/F

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CANADA

7.1316.7

Letter Indian Lands

January 4, 1928.

Dear Mr. Ladner,-

I have to acknowledge the receipt of your letter of the 27th ultimo with reference to the Sechelt leases.

I shall be very glad to discuss this matter with you when you come to Ottawa for the Session.

Thanking you for your kind wishes at this season which I heartily reciprocate, I am

Yours very truly,

Deputy Superintendent General.

Leon J. Ladner, Esq., LL.B., M.P.,
Messrs. Ladner & Cantelon,
Barristers, etc.,
Rogers Building,
Vancouver, B.C.

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Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

13,167-29.

Ottawa, June 13, 1928

Sir,-

Land in Sechelt Indian Reserve No. 2.

Enclosures.

I enclose eleven leases, in triplicate, issued in accordance with resolution of the 11th June, 1927, for signature and, thereafter, to be returned to the Department for final execution.

It is to be observed that there is payable on execution of lease, in every instance, one year's rental; also that on the First proximo rental for the ensuing year will become due. The Department will very greatly appreciate a prompt collection of all moneys payable for the lands covered by leases now submitted.

Your obedient Servant,

J. C. Caldwell.
In Charge Lands & Timber Branch.

Charles C. Perry, Esq.,
Indian Agent,
415 ~~206~~ Winch Building,
Vancouver, B. C.

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CANADA

13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 26 1928
RECORDS

Vancouver Agency, B.C.,
415 Winch Building,
Vancouver, B.C.,
July 20th, 1928.

4/46

Sir,-

With further reference to Departmental letter No. 13,167-29, dated June 13th, ultimo, on the subject of leases with respect to lots in the J.D.Kearns subdivision in the Sechelt Reserve No.2, I have the honor to report that immediately on receipt of the formal leases from the Department, I sent them to all of the several lessees as detailed in Mr.Kearns' letter of June 14th, 1926 which is in the Department. Since that time, rental of lots No.4 and No.24 (the latter embracing five lots) has been paid. As the remainder of the eleven lessees had not responded to a request for rental payment, I went to Sechelt on July 14th, instant, where I interviewed Mr.Myles Morley and Mr. Henry Morey, occupants of lots No.1, 3, 5 & 6 and, from their conversation gathered that the lessees of Mr.Kearns were arranging a conference to further discuss the situation before replying or making payment.

Mr.Morley stated that he had been informed that Mr.Kearns' solicitor had been in Ottawa and had paid to the Department the sum of $52.00 under the lease which had already been cancelled which payment, the lessees had been given to understand, gave Mr.Kearns and themselves regular tenure to November 1928, in which circumstances the lessees did not feel disposed to pay any further rental to the Department.

I also found that other lots than those of which Mr. Kearns had furnished the Department with a list through this office have been leased by Mr.Kearns and buildings are going up on the lots and the same are being fenced, making it appear that Mr.Kearns is disregarding the cancellation of his lease and is proceeding to accept rentals and authorize occupancy.

I have reported the matter to the Indian Commissioner- Mr.Ditchburn, who advises that the Department be notified of these alleged proceedings and its instructions therein obtained.

The Secretary,
Department of Indian Affairs,
OTTAWA.ONT.

In view

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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ARCHIVES PUBLIQUES
CANADA

In view of the payment alleged to have been made to November 1928, Mr. Morley and Mr. Morey expressed their view that after the conference of the lessees as proposed they (the lessees) may be willing to compromise the Department by paying rental under Departmental terms of $20.00 per year from July 1st, 1928 instead of from July 1st, 1927 as stated in the resolution of the Sechelt Indians, but such payment would only be made by them conditionally upon the positive clearing up of the relation of Mr. Kearns, the former lessee, with the Department.

If the payment was made to and accepted by the Department as stated, it will be clear that the occupants of these lots are in a quandary as to whom rental payments should be made.

A further most serious difficulty arises as a result of other lots being apparently leased by Mr. Kearns than those officially listed by him with the Department, upon request, in his letter of June 14th, 1926. Some of these lots have been applied for and I am not able to proceed to close the transaction as long as there is opposition and wrangling amongst the other lessees who appear to have combined together to hold the lots at Mr. Kearns' annual rental terms of two dollars a year. The Department will be aware, from previous correspondence, that Mr. Kearns adopted the plan when issuing subleases of obtaining a cash payment and binding the sublessees to an annual rental payment of two dollars each lot which in the aggregate would be sufficient to meet his annual dues to the Department under the lease now formally cancelled.

Will the Department be good enough to advise me as soon as possible whether or not the lease of Mr. Kearns continues as cancelled and if I may proceed to accept applications for the lots not yet built upon in this subdivision and which lots were not listed by Mr. Kearns as having been subleased by him.

I must also refer to Mr. Kearns' list of sublessees in which No. 22 is listed as having been leases to a Mr. Reichenbach. I have sought Mr. Kearns' assistance in locating this man, but have been unable to locate him at the address given, nor can I find this name in the telephone directory. I have an application, with cheque for $20.00 for a lease of this lot to a Mr. Stewart.

Lot No. 23 is also applied for, and other applications are pending. We can lease all the lots in this subdivision once the matter of cancellation is made quite sure and instructions to proceed with leasing duly given me.

I do

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

Very Poor Copy

I do not understand why Mr.Kearns should have given me only a partial list of his sublessees,nor why he should be,at least to all appearances,encouraging his sublessees to hold out against the Department's cancellation of the lease,unless it be that he believes the Department unable to enforce its cancellation proceedings.

As the summer is now well advanced and this season's demand for the lots is encouraging,it appears desirable that early action be taken in this matter if revenue therein is to be considered this year.

I should also advise the Department that I have been given to understand that when making the subdivision,Mr. Kearns reserved for his own use,and cleared at some expense, Lots 7,8 & 9. Two of these lots are about to be applied for, but in view of the representations herein made I feel that the Departments further consideration and instructions are advisable before encouragement is given by me to applicants for these and other lots.

Your obedient servant,

Charles C.Perry,
Indian Agent.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

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(PERSONAL
Urgent)

R VANCOUVER
ORIGINAL No.
17371

VANCOUVER B.C.

Duncan C. Scott esq
Deputy Supt General Indian Affairs
Parliament Buildings
Ottawa

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Sechelt, B.C.

July 9, 1928.

To

Deputy Superintendent of Indian Affairs,

Ottawa.

Dear Sir:

We, the undersigned, are sub-lessees of certain lots in the Sechelt Indian Reserve, number Two, in the District of New Westminster, B.C., under a lease between the Department of Indian Affairs and one J.D.Kearns of Vancouver, B.C.

By virtue of a notice received by some of us and a new proposed lease, we fear our rights are about to be cancelled without a fair and equitable consideration. We, therefore, wish to place before you a review of the case for your consideration.

Our sub-leases from the said J.D.Kearns provided for a cash payment of $100 to $150 per lot on the execution of the lease and a yearly rental of $2. We, the undersigned lessees of lots, have filled every requirement of these leases. We have paid considerable sums for clearing and improving the properties and in many cases have built substantial homes thereon.

We have had no official notice why the original lease was cancelled, but we understand from C.C.Perry, Indian Agent at Vancouver , that the reason was as follows:

It is rumored that J.D.Kearns or his brother made a verbal promise to contribute $150 a year to the Catholic church in Sechelt and that this promise was not carried out. We understand that the Indians and the Indian Agent thereupon sought a technical point on which to cancel the lease and selected the clause calling for the names of sub-lessees to be submitted.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

The proposed new leases provide for an annual rental of $20 from July 1, 1927. This amount is 1000% higher than the original leases and is felt to be altogether exorbitant and unjust. It would give the Indians $358 more yearly than they expected to get by the original terms (both written and verbal) made with J.D.Kearns. [redacted]

We understand that you are under the impression that the new terms are agreeable to all the sub-lessees, and we hasten to deny this. We would further point out that some of the sub-lessees have received no notice of cancellation and no new lease for signature.

We, therefore, petition you to put into effect a stay of proceeding until you have given this matter your fair consideration.

All of which is respectfully submitted.

SIGNED: Harry Morley T. H. Greer.
John S. Yamoorith
Myles Morley
John Winter
A. Wheeler
J. Lighttoody
~~H.R. Burrows.~~
L. Lund
Elizabeth M. Morley.
T. J. Morley.
I. W. Crawford.
L. A. Grafton.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
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CANADA

13167-29 Sechelt I.D.

July 14th 1927

Dear Mr Scott, Enclosed please find petition signed by the holders of land situate on the Sechelt Indian Reserve. I wish to inform you that the sand land when taken over by us was in a very rough state and would cost at least $300.00 per lot to clear. In fact it cost me $200.00 to clear less than half my lot. We thought that it was owing to the rough state of the land that we were asked to pay only $2.00 per year which gave us encouragement to go ahead clearing the land & building homes thereon. The local Indians were given practically

DEPT. OF INDIAN AFFAIRS
JUL 28 1928
RECORDS

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all the work they could do on the lots
clearing, fencing, and some of the building
We feel that we should have been
given the opportunity to make an offer
to the Indians when they were dealt
the terms of the lease at their meeting
June 1927. Mr Perry & some of the chief
Indians invited us to attend the meeting
but Mr Perry misinformed us as to the
date, for the meeting was held two days
previous to the date given to us. I know
you will give this petition a just
consideration and thanking you in
anticipation,

I am,

Yours faithfully,

Myles Morley

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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PUBLIC ARCHIVES
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CANADA

File 13,167-29

August 2, 1928.

Sir,-

I desire to acknowledge the receipt of your letter of the 20th ultimo, referring at some length to the situation created on the Sechelt Reserve No. 2, by the cancellation by the Department of the J. D. Kearns lease.

For your information I may say that the Department is determined that the cancellation of this lease shall stand, and further, that the sum of $52.00, referred to in the second paragraph of your letter, was submitted to the Department by Mr. Kearns, but returned with official letter dated the 19th of December last, with the advice that the lease had been cancelled and any further payment of rental could not be accepted.

The Department is receiving a number of communications from former lessees, but all are being advised that the agreement with Mr. Kearns has been set aside, and that leases must be executed direct with the Department, and on the terms and conditions agreed to by the Indian owners of the reserve. You may, therefore, inform interested parties that there is no change or prospective change in the situation, and that in order to continue occupancy, new leases must be executed without further delay.

Your obedient Servant,

J. D. McLean.
Acting Deputy Superintendent General.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

13167-29

Ladner & Cantelon
Barristers, Solicitors, Etc.
W. A. CANTELON LEON J. LADNER, LL.B., M.P.
J. F. DOWNS

OFFICES: 510-514 ROGERS BUILDING
CORNER GRANVILLE AND PENDER STREETS
BRANCH OFFICE, LADNER, B. C.

PHONES: SEYMOUR 5989-5990
CABLE ADDRESS: "LADTELON"
CODE: WESTERN UNION

Vancouver, B. C.

August 21st, 1928.

Dr. Duncan C. Scott,
Superintendent of Indian Affairs,
O T T A W A, Ontario.

Dear Doctor Scott:

I understand that your Department has not yet made adjustments regarding the sub-lessees from Mr. John D. Kearns of the property in the Indian Reserve at Sechelt.

Mr. Dugald Donaghy is now acting for some of the sub-lessees. I did not speak with him until to-day when I learned that in his own opinion after examining the leases he found that the lease of Mr. John D. Kearns was in good standing and the Department had no legal right to cancel the same. This has always been my own opinion, however, apart from the legal phase of the question, Mr. Kearns desired to co-operate in any fair and reasonable adjustment that would enable him to honourably discharge his obligations under the leases to the sub-lessees to whom he had sold.

You will recall that on or about the 16th of May last, we had a discussion and I made the following proposals (which I am now copying from my letter to Mr. Kearns written on the 17th of May).

1. That the Department should look after all sub-tenants and see to it that Mr. Kearns is released from any liability to any of the sub-tenants as well as to the Department.

2. That the Department make its own arrangements with the Union Steamship Company, releasing Mr. Kearns.

3. That the Department should let Mr. Kearns have a lease of the three lots which were not disposed of free of charge. This was asked because Mr. Kearns as a result of the enterprise has had a net loss of about $1,000, being monies spent in clearing the land and other expenses.

You accepted the first two proposals but

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as to the third we came to an understanding that Mr. Kearns should have these three lots by lease as at the same rental as others have to pay.

I understand from Mr. Donaghy that you are appointing Mr. Ditchburn to straighten the matter out, and would ask you to be good enough to put this letter before him.

The whole facts surrounding this transaction are such that I think it is in the interests of and fair to both the Department and Mr. Kearns that a solution should be found along the lines set out above and which were arranged last May.

With personal regards.

Yours very sincerely,

Lewis J. Ledroux

LJL/A

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CANADA

13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 27 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

August 18, 1928.

Sir:

I have the honor to acknowledge receipt of Departmental letter No. 13167-29 requesting a report as to the renewable term leases to be issued by the Department with respect to summer camp lots at Sechelt Indian Reserve No.2. In reply I beg to say it is understood by the Sechelt Indians and myself the clause provided for renewal is to apply to all lots in that subdivision.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

COPY

Sechelt, B.C.,

July 9. 1928.

To

Deputy Superintendent of Indian Affairs,

Ottawa.

Dear Sir:

We, the undersigned, are sub-lessees of certain lots in the Sechelt Indian Reserve, number Two, in the District of New Westminster, B.C., under a lease between the Department of Indian Affairs and one J.D.Kearns of Vancouver, B.C.

By virtue of a notice received by some of us and a new proposed lease, we fear our rights are about to be cancelled without a fair and equitable consideration. We , therefore, wish to place before you a review of our case for your consideration.

Our sub-leases from the said J.D.Kearns provided for a cash payment of $100 to $150 per lot on the execution of the lease and a yearly rental of $2. We, the undersigned lessees of lots, have filled every requirement of these leases. We have paid considerable sums for clearing and improving the properties and in many cases have built substantial homes thereon.

We have had no official notice why the original lease was cancelled, but we understand from C.C.Perry, Indian Agent at Vancouver, that the reason was as follows:

It is rumored that J.D.Kearns or his Brother made a verbal promise to contribute $150 a year to the Catholic church in Sechelt and that this promise was not carried out. We understand that the Indians and the Indian Agent thereupon sought a technical point on which ton cancel the lease and selected the clause calling for the names of sub-lessees to be submitted.

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The proposed new leases provide for an annual rental of $20 from July 1, 1927. This amount is 1000% higher than the original leases and we felt to be altogether exorbitant and unjust. This amount would give the Indians $338 a year more than they expected to get from the original terms (both written and verbal) made with J.D.Kearns. Moreover, having paid our annual rentals of $2 to November, 1928, we consider that the new leases should start from that date.

We understand that you are under the impression that the new terms are agreeable to all the sub-lessees, and we hasten to deny this. We would further point out that some of the sub-lessees have received no notice of cancellation and no new lease for signature.

We, therefore, petition you to put into effect a stay of proceedings until you have given this matter your fair consideration.

All of which is respectfully submitted.

SIGNED:

Henry Morey

John Hainsworth

Myles Morley

John Winter

Arthur Wheeler

Elizabeth M. Morley

James Lightbody

T.J.Greer

M.J.Morley

F.Burrows

Louisa Lund

Wells Crawford

C.W.Grafton

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

Sechelt B.C.
August 1st 1928

Dear Mr Scott

Enclosed please find (copy) petition sent to you to Ottawa. Seeing in the Vancouver Province you are in B.C. the said petition may not have reached you Ottawa before you left. Hence my sending you the copy. The said petitioners would esteem it a great favour if you could meet a small deputation in Vancouver to go into this matter if leave. If you will kindly let me know the time & place you could meet the deputation we shall be very grateful.

Thanking you in anticipation,

I am,

Yours faithfully,

Myles Morley.

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CANADA

by surrender 819
OC PC 2023.0

987/32-5-2
Vol-1

THIS INDENTURE made the ninth day of November, in the year of our Lord One Thousand Nine Hundred and Twenty,

Between HIS MAJESTY KING GEORGE THE FIFTH, represented by the Superintendent General of Indian Affairs,

of the First Part;

And JOHN D. KEARNS, of the City of Vancouver, in the Province of British Columbia, Broker,

of the Second Part;

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter contained on the part of the said party of the second part, his executors, administrators and assigns, to be paid, observed and performed, the said party of the first part hath demised and leased and by these presents doth demise and lease unto the said party of the second part, his executors, administrators and assigns, all that portion of land in the Sechelt Indian Reserve No. 2, in the district of New Westminster, and Province aforesaid, containing approximately ten acres and four-tenths of an acre, and described as follows;- Commencing at the intersection of the south limit of the said reserve with high water mark on Trail Bay, thence east along the said southerly limit six chains more or less to a point distant nineteen chains from the southeast angle of the said reserve, thence north twenty-six chains thence west six chains, more or less, to the high water mark of Trail Bay, thence southerly, following the said high water mark to the point of commencement.

TO HAVE AND TO HOLD the said parcel of land with all and singular the appurtenances thereunto belonging and appertaining for and during the term of twenty-five years, to be computed from the day of the date hereof, and from thenceforth next ensuing and fully to be complete and ended. Yielding and paying therefore yearly and every year during the term hereby granted the clear yearly rent of fifty-two dollars, payable yearly, in advance, the first payment of rental to be made on the date of execution of these pre

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PUBLIC ARCHIVES
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CANADA

Lease No 74 - 713167

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THE PARTY of the second part, his executors administrators and assigns, hereby covenant with the party of the first part and his successors, that they will from time to time and at all times during the continuance of the said term, well and truly pay the said rental, on the days and times the same shall respectively become due as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are or hereafter shall during the said term be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or tenant thereof,

AND THE said party of the second part, his executors administrators and assigns, further covenant that they will not sell, or permit or suffer to be used on the said premises, any spirituous liquors, ale beer, or any intoxicating beverage whatsoever.

IT IS HEREBY covenanted and agreed that the said lessee, his executors, administrators and assigns, shall have the right to purchase the land hereby leased, if at any time the Indians surrender the reserve on which said land is situate at the same price as is received for the remainder of the reserve

IT IS FURTHER HEREBY covenanted and agreed that the said party of the second part, his executors, administrators and assigns, may sublet a portion or portion of the land hereby leased upon obtaining the consent of the said party of the first part.

IT IS HEREBY covenanted and agreed that if the rent hereby reserved, or any part thereof, shall at any time or times during the said term be in arrear or unpaid for the space of forty days next after the days or any of them whereon the same shall become due, whether the same be demanded or not, or in case of breach or non-performance of any of the covenants her contained, then and in such case it shall be lawful for the said

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

987/32-5-2
Vol-1.

party of the first part, or his successors, at any time after the expiration of the said forty days, into and upon the said lands and tenements, or any part thereof, in the name of the whole, to re-enter and the same to have again, re-possess and enjoy as if this indenture had never been made,

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written,

SIGNED, SEALED and DELIVERED

As to the signature of the Deputy Superintendent General Of Indian Affairs,

Deputy Superintendent General of Indian Affairs,

W.A.O. H. O'Donahoe

Duncan C. Scott (Seal)

As to the Signature of John D. Kearns.

Jno. D. Kearns. (Seal)

G. M. Noble
Stenographer,
722 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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CANADA

File No. 13167-29

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, 4th September, 1928.

Memo.

Deputy Superintendent General,-

As requested, copy of Kearns Lease attached to file.

H.Q.

Acting in Charge Lands & Timber Branch.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

File 13,167-29. 47

DEPT. OF INDIAN AFFAIRS
SEP 4 '28
RECORDS

September 13, 1928.

Dear Mr. Ditchburn,-

While in Vancouver recently, Mr. Dugald Donaghy discussed with me certain circumstances in connection with the cancellation by the Department some time ago of what is known as the John D. Kearns lease on the Sechelt Indian Reserve. This, I may say, is a matter which during the past two or three years has given the Department a great deal of trouble, and even yet remains unsettled. I am forwarding to you under separate cover the Departmental file relating to this transaction, and I wish you to give the matter your personal attention in order that some satisfactory adjustment may be made shortly, if possible.

Briefly, the circumstancesof the situation are as follows. On the 9th of November, 1920, Mr. John D. Kearns, of the City of Vancouver, was granted a lease of a portion of the Sechelt Indian Reserve No. 2, containing approximately 10.4 acres. This area Mr. Kearns subsequently subdivided into lots, and proceeded to sub-lease for summer residence purposes. It appears that when discussing this matter with the Indian owners, Mr. Kearns made certain verbal promises to the members of the Band, which he later repudiated. The Indians were very much incensed over this action on the part of Mr. Kearns, and the Department was petitioned to cancel the lease for this reason. Agent Perry repeatedly endeavored to have Mr. Kearns meet the Indians for the purpose of re-discussing the matter, but for one reason or another Mr. Kearns always declined to do so, with the result that in order to allay the very great discontent among the Indians, the Department decided to cancel the lease to Mr. Kearns, and to undertake leasing direct to the Kearns' sub-lessees on terms and conditions set forth in resolution of the Band.

W. E. Ditchburn, Esq.,
Indian Commissioner,
Victoria, B. C.

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The Kearns lease was officially cancelled on the 9th of February, 1927, and the Department has since issued a number of leases direct to parties who formerly leased from Mr. Kearns.
A number of the Kearns lessees, however, took decided objection to this re-leasing, in view of the fact that they paid Mr. Kearns a substantial cash down payment, and on the other hand, Mr. Kearns continues to demand re-instatement of his lease. The situation is such that I am determined that the lease to Mr. Kearns must not be re-instated, but I am anxious that some satisfactory arrangements should be made with the various parties who sub-leased from Mr. Kearns in good faith and are now resident on the property.
I have to request, therefore, that you personally investigate the matter with this object in view, and submit a report and recommendation at as early a date as possible. Agent Perry is thoroughly familiar with this matter, and he will be able to explain to you in every detail the information which appears on the Departmental file. I shall be very glad, therefore, if you will find it possible to submit what you consider will prove a reasonable solution of the difficulty.

Yours very truly,

Deputy Superintendent General.

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13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
5 1928
RECORDS

IN YOUR REPLY REFER TO
No. 14/12780.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666
VICTORIA, B.C., October 29, 1928.

Your File 13,167-29.

Re J.D.Kearns' Lease.

Dear Sir:-

I beg to acknowledge receipt of your letter of the 13th September with File No.13,167-29 dealing with the lease of 10.4 acres of land on Sechelt Indian Reserve No.2, in 1920, to one John D.Kearns, of Vancouver, and his sub-leasing several parcels of the same to a number of people. The lease to Mr.Kearns was cancelled by the Department on the 9th February, 1927, for good and sufficient reasons. Your letter and file reached this office, when I was in the Interior during September, and were forwarded to me care of the Vancouver office, as Mr.Hill thought I was returning by way of Vancouver, but after coming South through the Okanagan Agency, I had to travel through American territory by way of Seattle to get to Victoria. I, therefore, did not get an opportunity to read the file over until I went to Vancouver on the 6th of the present month. After reading the same and having a conference with Mr.Indian Agent Perry on the subject, I deemed it important that the first thing to do would be to have a meeting with the sub-lessees, and as a number of them reside at Sechelt, I wrote to Mr.Miles Morley asking him to arrange a date, when I would go there. He, however, acting for those resident at Sechelt, preferred to meet me in Vancouver with a number of the other sub-lessees who reside in and around that City, and last Thursday, the 25th, was arranged for the conference.

This letter is written, therefore, for the purpose of explaining what might be seeming delay and at the same time letting you know that the matter is being dealt with, and also conveying the information to you that I expect, in the very near future, to be in the position to recommend a settlement which will be satisfactory to all concerned, except, no doubt, Mr. Kearns, who is not at present in Vancouver and it is hard to say when he will be back.

In short I may say that the arrangement which I came to with the sub-lessees last Thursday was that they pay $10.00 per annum per lot until the date which is set for the expiry of the Kearns' lease, which would be the 9th of November, 1945, and I promised that I would recommend a renewal for a further twenty years at a rate of $15.00 per lot per annum.

I am of the opinion that the Indians themselves are partially responsible for the condition which has arisen in

connection

Dr.Duncan C.Scott,
Deputy Superintendent General
of Indian Affairs, O t t a w a.

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connection with this matter in that they gave their concurrence to an arrangement which was entirely at variance with the regulations of the Department.

This matter might be closed up almost at once but for the fact that we do not know just who all the sub-lessees are, as the only information so far obtained from Mr.Kearns is to the effect that seven lots had been sub-leased by him up to the 14th June, 1926, whereas, unofficially, I have information to the effect that at least seventeen of the twenty-three lots have been sub-leased, and I am now endeavouring to find out just who these people are. The committee of the sub-lessees which met me on Thursday have promised considerable assistance to me in giving me information as to just who the sub-lessees are, as they are very desirous of getting the matter straightened out as soon as possible. When I receive these names, I will then write to them all asking them to forward to me the sub-leases issued by Mr.Kearns. I, of course, will see Mr.Kearns as soon as he returns, to see whether he also intends to apply to lease three lots in his own name, as there is some mention of this in the file. It is most desirable from every standpoint that all the sub-lessees be provided for first, but at present there is a danger of some of the lots which were sub-leased by Mr.Kearns being applied for and leases issued by the Department covering the same, and I wish to avoid any complications in this direction. The Department has at present an application from a Mrs.Humphrey for Lot Eight, which I have been given to understand was one of the lots Mr.Kearns wished to retain for himself. There is also an application in from Mrs.Kate Lyons for Lot Twenty-three, but I have no definite information as to whether this lot might be considered a vacant one.

I, however, expect to be able to write you further within a week giving you fuller information on the subject.

Your obedient servant,

W. E. Ditchburn

W.E.Ditchburn.
Indian Commissioner for B.C.

WED/HM.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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File 13,167-29.

November 6, 1928

Sir,-

I wish to acknowledge the receipt of your letter of the 29th ultimo, outlining the action you have taken in connection with the desired adjustment of certain phases of what is known as the J. D. Kearns lease of portion of Sechelt Indian Reserve No. 2. I am glad to hear that you expect to be able to suggest a satisfactory basis of settlement shortly, and will await with interest your further report.

Your obedient Servant,

DCI

Deputy Superintendent General.

W. E. Ditchburn, Esq.,
Indian Commissioner,
Victoria, B. C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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DRAFT OF SUGGESTED LEASES.

THIS INDENTURE, made this ~~Ninth~~ day of ~~November~~ in the year of our Lord One thousand nine hundred and twenty-~~eight.~~ nine

BETWEEN HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs hereinafter called the "Lessor" of the First Part:

AND

of the City of in the of and Province of British Columbia, hereinafter called the "Lessee" of the Second Part:

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee all that messuage or tenement situate, lying and being in the Sechelt Indian Reserve Number Two, in the District of New Westminster and Province of British Columbia, and more particularly described as follows: Lot number according to plan of subdivision shown on blue print attached hereto.

TO HAVE AND TO HOLD the said demised premises for and during the term of seventeen years from the Ninth day of November, One thousand nine hundred and twenty-eight. Yielding and paying therefor during the said term the yearly rent of Ten dollars, payable in advance on the ninth day of November in each year of the said term, the first payment to be made on the day of execution of these

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presents, renewable for a further twenty years at a rental of fifty per cent additional to rental paid for first term.

The Lessee covenants with the Lessor to pay rent (and that he will not assign or sublet without leave) and that he will from time to time remove from off the said premises all rubbish which may have accumulated on the said premises.

AND the said party of the second part, his executors administrators and assigns, further covenant that they will not sell, or permit or suffer to be used on the said premises, any spirituous liquors, ale beer, or any intoxicating beverage whatsoever.

IT IS FURTHER HEREBY covenanted and agreed that the said party of the second part, his executors, administrators and assigns, may sublet the said ~~lot~~ land hereby leased or assign the lease to some other responsible party satisfactory to the Party of the Frist Part upon obtaining the consent of the said Party of the First Part.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

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Proviso for re-entry by the Lessor on non-payment of rent, whether lawfully demanded or not, or non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid. The Lessor covenants with the Lessee for quiet enjoyment.

IT IS HEREBY declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
In the presence of

As to the Signature of the Deputy Superintendent General of Indian Affairs

As to the Signature of.

Carry a crest line

Leave more space here

City of Newtown

of the second part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, his executors, administrators and assigns, to be paid, done, and performed, he the said party of the first part, hath demised, and leased, and by these presents doth demise and lease, unto the said party of the second part, his executors, administrators, and assigns ALL Parcel or tract of land situated in the

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COPY.

OFFICE OF INDIAN COMMISSIONER

FOR BRITISH COLUMBIA.

185/12879.

P. O. Box 666,
Victoria, B. C., November 7, 1928.

Dear Madam:-

You no doubt have been informed of the fact that the Department of Indian Affairs did, on the 27th February, 1927, cancel a lease issued to John D. Kearns, of Vancouver, for a certain parcel of land on Sechelt Indian reserve No. 2, for good and sufficient reasons and this cancellation carried with it the cancellation of a number of sub-leases which Mr. Kearns had issued to several respectable parties.

On a list which has been furnished to this office your name appears as the sub-lessee of Lot 18 in the sub-division of the above mentioned property. In order that a confirmation may be obtained on this point I would be obliged if you would forward to this office the sub-lease referred to for checking purposes after which the document would be returned to you immediately. Providing you do not wish to allow the document to leave your possession, it would suit my purpose if you would call at the Indian Office on the 4th floor of the Winch Building, Vancouver and present the paper to Mr. Indian Agent Perry so that he may check up the number of the lot and date of issuance of the lease with the list which has been furnished.

In view of the cancellation of the above mentioned the Indian Council at Sechelt did, on the 11th June, 1927, by a resolution, decide to permit the lots in the sub-division to be leased by the Department of Indian Affairs direct, but wished that all the sub-lessees should have first consideration by being allowed to obtain a lease on the respective lots on amended terms, these being $20.00 per annum per lot from the 1st July, 1927, for a period of twenty years, with an opportunity for renewal for a further twenty years at an advanced rental of 50%, viz., $30.00 per annum per lot.

Upon representations made on behalf of the sub-lessees that the imposition of these terms would work considerable hardship on them, in view of the fact that they had already paid certain sums of money in cash to Mr. Kearns, the matter was placed in the hands of the writer for adjustment.

On Thursday, the 25th ultimo, a meeting was held in the Indian Office, Vancouver with a committee representing the sub-lessees, comprising Myles Morley, Arthur Wheeler, James Lightbody, John Hainsworth, Henry Morey, C.N. Senior, Mrs. Walters and Mrs. L.A. Grafton, and the matter was fully discussed with the result that a decision was arrived at that the terms which would be satisfactory to them would be an annual rental of $10.00 in advance up to the 9th November, 1945, with renewal privileges for a further twenty years with an annual rental in advance of $15.00 per lot.

As it is my desire to get this subject satisfactorily settled up without further delay, I would be obliged if you

Edith Anders,
545--7th Avenue E.,
Vancouver, B. C.

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you would kindly signify your desire in this matter with regard to leasing the lot which is at present under your name as the Department has already a number of applications on fyle from various people who wish to lease lots in the sub-division, but as above stated it is our desire to give those parties who sub-leased from Mr. Kearns, the first opportunity. In view of the above I would, therefore, beg to ask that you will kindly let me hear from you by the 15th instant.

WED/KD.

Yours truly,

W. E. Ditchburn

(Sgd) W.E. Ditchburn.

Indian Commissioner for B.C.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

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13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO
No. 185/13059.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666
VICTORIA, B.C., November 30, 1928.

Your File 13-167-29.

Re John D.Kearns' Lease.

Dear Sir:-

With further reference to your letter of the 13th September having to do with the leasing of a portion of Sechelt Indian Reserve No.2 to John D.Kearns and his sub-dividing the same into lots and sub-leasing several of these lots to certain parties without obtaining the consent of the Superintendent General of Indian Affairs as set forth in his lease dated the 17th day of November, 1920, I beg to say that I am now in a position to report on this matter in full.

As stated in my letter to you of the 29th October, I considered when taking this matter in hand that it was essential I should meet all the sub-lessees for the purpose of having a full discussion in an endeavour to arrive at a settlement which would be fair and satisfactory to all concerned, and for this purpose I wrote to Mr.Myles Morley, of Sechelt, on the 10th of October asking him to arrange a date which would be satisfactory for me to go to that place to meet himself and several of the sub-lessees who reside there, intending to meet those sub-lessees who live in Vancouver and vicinity after going to Sechelt. Mr. Morley, however telephoned me that itwould be more preferable that the meeting should take place in Vancouver and a date was set, this being Thursday, the 25th of October, at 2:00 p.m. in the Indian Office, at Vancouver. Mr.Morley promised to have as many of the sub-lessees that he knew of notified of the meeting upon my informing him so far as this Department was aware there were only seven.

At the time and place specified there appeared Mrs.Walters (Reichenbach), Mrs. Grafton, Myles Morley (representing his wife and son and Mrs. Lund, of Sechelt), Arthur Wheeler, James Lightbody, J.S.Hainsworth, Henry Morey and C.N.Senior. The subject of cancellation of Mr.Kearns' lease, which carried with it the cancellation of all the sub-leases, was fully discussed and an adjournment was asked for by the committee until 10:00 o'clock a.m. the following day, Friday the 26th. At this meeting the committee put forth a proposal that they should pay an annual rental of $8.00 per lot from the 1st July, 1928, covering a period of twenty years with renewal

Dr.Duncan C.Scott,
Deputy Superintendent General
of Indian Affairs,
Ottawa.

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renewal privileges for a further twenty years at the same rental; also that the lessees be given the opportunity of purchasing their lots outright at the same per acre value as the rest of the Reserve is sold for should it ever be surrendered by the Indians.

The Committee were informed that I did not feel that I could recommend such a proposal in view of the fact that under the new leases to be issued by the Department, the lessees would be assured of a considerably more lengthy tenure of holding than was the case under the Kearns' sub-leases. Eventually a compromise was suggested which I felt I could recommend, this being that new leases should be issued dated the 17th November, 1928, and expiring on the 17th of November, 1945, the rental money to be $10.00 per lot per annum covering the seventeen years with renewal privileges for a further twenty years at $15.00 per annum per lot. To this they all agreed and thanked me for the consideration given to them as sub-lessees. Upon explaining to the Committee that it was the Department's desire to treat alike all those parties who had sub-leased from Mr. Kearns, it was my intention to notify any others beside themselves as to what had been decided upon, but so far as the Department officially knew, the only persons to whom leases were issued by Mr. Kearns were those contained in a letter from Mr.Kearns to Mr.Indian Agent Perry dated June 14, 1926, being Henry Morey, J.S.Hainsworth, Myles Morley, John Winter, A.Wheeler, Mrs.Louisa Lund and Walter Reichenbach, though unofficially I had heard there were a number of others whose names and addresses were not known, and as Mr.Kearns was in the East, full information on this point had not been obtained. Mr.Senior thought he could supply the required information and stated that he would submit a full list to me in a few days. This he did, and the information contained therein goes to show that with the exceptions of Lots 7,8,9 and 19, all the lots in the subdivision had been sub-leased by Mr.Kearns prior to the date of the cancellation of his lease. Hereunder is a statement giving information in regard to the said sub-leases:-

Lots.		
1	Henry Morey	80 Eighth Street, New Westminster, B.C. September 18th, 1923.
2	John Slater Hainsworth	729 Queen's Avenue, New Westminster, B.C. September 27th, 1924.
3	Myles Morley	Sechelt, B.C., October 22nd, 1924.
4	John Winter	1010 Haro St., Vancouver, B.C. October 22nd, 1924.
5	Elizabeth Mary Morley	c/o. myles Morley, Sechelt, B.C. November 1st, 1926.
6	Myles John Morley,	Sechelt, B.C. November 1st, 1926.
7		
8		
9		

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Lot:		
10	Arthur Wheeler	1009 Nelson St., Vancouver, B.C. June 3rd,1925. (altered on contract from Lot 9 to Lot 10).
11	Thomas Hyland Greer	6586 Sperling St., Vancouver, B.C. November 1st, 1926.
12	do	do do
13	Ira Wells Crawford	c/o The Vancouver Tobacco Co.Ltd., 27 Pender St. W., Vancouver, B.C. August 2nd, 1926.
14	Lillian A.Grafton	1127 - 27th Avenue East, Vancouver, B.C. August 2nd, 1926.
15	James Lightbody	Publicity Department, B.C.Electric Ry.Co. Vancouver, B.C. September 15th, 1926.
16	C.N.Senior	c/o "The Daily Sun" 137 Pender St.W.Vancouver,B.C. August 2nd, 1926.
17	do	do do
18	Edith Anders	545 - 7th Avenue E., Vancouver, B.C. August 2nd, 1926.
19	Originally made out to Mrs.Grafton, but not finally taken by her.	
√ 20	F.R.Burrows	1731 Burnaby St., Vancouver, B.C. August 2nd,1926.
21	Louisa Lund	1723 Burnaby St. Vancouver, B.C. October 5th,1925.
22	Walter Reichenbach	900 Granville St. Vancouver, B.C. September 15th,1925.
23	Anne Kearns (wife of W.P.Kearns)	2514 Turner St., Vancouver, B.C. August 2nd, 1926.
24	United Steamship Company of British Columbia Limited,	May 15th, 1922.

For the purpose of confirming this information, I deemed it important to address a letter to all of the abovementioned persons, except the Union Steamship Co., explaining what had transpired and asking them to submit their leases to this office or to the Indian Agent, at Vancouver, for the purpose of checking up the dates of the same with those shown on the list. It also was deemed essential to ask each of the above parties whether it was their desire that leases should be issued to them direct from the Department on the proposed new terms. A copy of my letter in this regard is attached hereto for your information. All the sub-lessees complied with my request, and upon checking the leases over, it was found that the lot numbers, names and dates of issuance compared with the information given on the list supplied by Mr.Senior. I am pleased also to report that all of the abovementioned persons except Mrs.Anders (Lot 18), Mr.Burrows,(Lot 20), and Mr.Senior (Lots 16 and 17), have signified their satisfaction with the suggested terms and have expressed their desire to have leases issued direct to them by the Department. Mrs.

Anders'

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Anders' reason for refusal, so far, is that she claims she is very poor and does not think she can afford to keep the Lot. Agent Perry, however, informs me that he feels certain she will agree if she is placed in a position to transfer her lease to some other responsible party.

Mr.Burrows is hesitant about applying for a new lease until he has had an opportunity of dealing with Mr. Kearns, as he intends to demand a refund of the $100.00 he paid on the 2nd August, 1926.

Mr.Senior, although he was one of the Committee which met me on the 25th and 26th of October and agreed in a body to the new terms, has refrained, so far, from applying for a new lease until he sees the nature of the document to be executed.

Providing the hereunder recommendations are approved by the Department, the abovementioned three persons should be given one month in which to make up their minds as to what they are going to do, and if they do not decide to apply for leases by that time, the lots should be declared vacant.

I, therefore, would recommend that leases be issued at once to all those parties who have signified their desire for them, these being as hereunder with their new addresses:-

Lots		
1	Henry Morey	80 Eighth Street, New Westminster, B.C.
2	John Slater Hainsworth	729 Queen's Avenue, New Westminster, B.C.
3	Myles Morley	Sechelt, B.C.
4	John Winter	1010 Haro Street, Vancouver, B.C.
5	Elizabeth Mary Morley	c/o. Myles Morley, Sechelt, B.C.
6	Myles John Morley	Sechelt, B.C.
10	Arthur Wheeler	3136 Broadway West, Vancouver, B.C.
11	Thomas Hyland Greer	6586 Sperling Street, Vancouver, B.C.
12	do	do do
13	Ira Wells Crawford	c/o.Vancouver Tobacco Co.Ltd. 59-61-63-65 Pender Street W., Vancouver,B.C.
14	Lillian A.Grafton	1127 - 27th Ave. East, Vancouver, B.C.
15	James Lightbody	1816 - 36th Avenue West, Vancouver, B.C.
21	Louisa Lund	Sechelt, B.C.
22	Mrs.Clara B.Saunders Walters	902 Granville Street, Vancouver, B.C.
23	Anne Kearns	2514 Turner Street, Vancouver, B.C.

The name

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The name of John Winter appears in the above. A lease was issued to this gentleman on the 20th June last on the terms mentioned in the Indian resolution of 11th June, 1927, and he already has paid $20.00 as one year's rent in advance. In order that Mr.Winter may be on a parity with the other sub-lessees, he should be given a lease on the new proposed terms and credited with two years' rental in advance.

This will cover fifteen of the twenty-three lots, exclusive of Lot 24, which the Department has leased direct to the Union Steamship Company.

It will be noted that Lots 7,8 and 9 were not leased by Mr.Kearns, but I was given to understand that it was his intention to keep these for his own use and as soon as he returns to Vancouver, it is my intention to have an interview with him to ascertain from him what his intentions are in regard to applying to the Department for leases covering these Lots. It will be noted, also, that apparently Lot No.19 is the only one that would be vacant in the event of Mr.Kearns leasing the three abovementioned, and Mrs.Anders, Mr.Burrows and Mr.Senior applying for new leases.

I am attaching hereto a draft of the form of lease which I would suggest, and in it you will observe that I have provided for these leases being transferable upon the lessees obtaining the consent of the Department. Such a clause was in Mr.Kearns' lease and I think it is only right that it should also be in the leases now proposed to be issued direct. Provided, however, Mr.Kearns does not wish to take out leases covering the Lots 7,8 and 9, these, with Lot 19, should be leased by the Department on the terms set forth in the resolution of the Sechelt Indian Council dated the 11th June, 1927, viz., $20.00 per annum per lot up to 17th of November, 1945, with renewal privileges for a further twenty years at $30.00 per lot per annum. The leasehold for the first period should expire on the 17th November, 1945, and the renewal period expiry on the same date, 1965. This, therefore, would place all lessees on the same basis so far as the expiry of their leases is concerned.

In explanation of my recommendations with regard to the above, I beg to say that the papers on file go to show that the agreement with Mr.Kearns in 1920 was to the effect that he should pay $50.00 per annum to the Department for the Indians and $125.00 per annum was to be paid to the Roman Catholic Church, at Sechelt. While a transaction of this nature was entirely irregular, the total amount which the Indians and Church combined were to receive would not exceed $175.00 per annum, and I am of the opinion that this fact should have been taken into consideration by both the Indian Agent and the Indians at the meeting on the 11th June, 1927, when they passed a resolution to the effect that all the lots shown on the plan of the subdivision made by Mr.Kearns numbered 1 to 23 inclusive be leased by the Department to the sub-lessees for a term of twenty years at an annual rental of $20.00 per lot, amounting, as it would, to $460.00 per annum. This, I feel, was not giving the consideration to the sub-lessees they were entitled to in view of their having already paid sums varying from $100.00 to $150.00 each to

Mr.Kearns

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Mr.Kearns for these lots, besides agreeing to pay an annual rental to him of $2.00 per lot. The Agent's explanation with regard to this point is that the new leases were to cover a period of twenty years with a renewal for a further twenty years, whereas, under the Kearns' lease, the lessees were only assured of twenty-five years at the most. This, however, to my mind, is not a reasonable explanation.

I do not consider that it will be necessary to submit the foregoing proposed agreement to the Indians for their consent. The area originally leased by Mr.Kearns was surrendered by them in order that the Department might lease it for them at a sum of $52.00 per annum. The side agreement that the Indians had with Mr.Kearns that he should pay $125.00 per annum to the Roman Catholic Church was very irregular and the Indians themselves were a party to it. Had Mr.Kearns kept his promise in this connection, they would not have demanded that the lease be cancelled. This side agreement, however, did not form the grounds for cancellation, as the Department, of course, could not take any cognizance of it. The grounds for cancellation were because Mr.Kearns did not comply with the terms of his lease in obtaining the consent of the Department, when sub-leasing portions of the property under consideration.

The Department has on file applications from a Mrs.Humphry for Lot 8 and from a Mrs.Kate Lyon for Lot No.22. I think, however, it would be advisable to hold these over until I know what Mr.Kearns' intentions are as well as those of Mrs.Anders, Mr.Burrows and Mr.Senior.

The new leases should be forwarded either to this office or to Mr.Indian Agent Perry, at Vancouver.

Under separate cover I am herewith returning File No.13167-29 by registered mail.

Trusting the foregoing will be satisfactory, I am,

Yours respectfully,

W. E. Ditchburn

W.E.Ditchburn.
Indian Commissioner for B.C.

WED/HM.

Enclosures:- 2

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C O P Y.

ASSOCIATED CANADIAN HOTELS, LIMITED.

Suite 522 Standard Bank Building.

Vancouver, B.C.

December 12th, 1928.

W.E.Ditchburn, Esq.,
Indian Commissioner for B.C.
Winch Building,
Vancouver, B.C.

Dear Mr.Ditchburn:

Following our conversation of today with respect to my lease of a portion of the Sechelt Indian Reserve, this is what I understand the situation to be at the present time.

1. The Indian Department claim that my lease is cancelled

2. I am of the opinion that they have no right to cancel my lease and that same is still in full force and effect.

3. You have been appointed by the Department to have the above dispute and differences of opinion adjusted, and all of the sub-tenants under my lease, with the exception of Mrs.Anders Mr.Senior and Mr.Burrows have agreed to accept a new lease direct from the Indian Department, on the basis of $10.00 rental per annum for each lot until 1945, with the option of a renewal of same for another 20 years at $15.00 per lot per annum.

4. That Lots 6,7 and 8, according to our plan, have not been sublet to anyone by me, but were being held for my personal use, and that you are prepared to make a new lease to me for these three lots on the same rental and terms as stated above.

I am as anxious as is your Department to have this matter amicably and quickly settled, and in view of the fact that the large majority of the sub-tenants have agreed to your terms, I may say without prejudice that I shall be only too glad to do my part in cleaning up the whole situation, and if Mrs.Anders and Messrs.Senior and Burrows do not see fit to make a new lease direct with the Department on the above terms, I am willing, as a matter of protection to myself, to take a lease for these four lots at the rentals stated above, but I would ask you to give these three parties a short period of time in which to complete the new lease direct with the Department.

Yes

The settlement we discussed then, as I understand, is as follows:

OK

1. A new lease shall be made direct to me for Lots 6, 7 and 8 on the above terms.

2. All of the sub-tenants have agreed or will agree to the new leases for their lots, and it is further understood that if Messrs.Senior and Burrows and Mrs.Anders do not sign the new lease for their respective lots within 30 days, that a lease direct to me will be made for same at the rentals stated above.

This will

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

This will then leave Lot 19 in your hands for disposition as you think fit.

There are two observations I would like to make:

a. The sub-division of the land under my lease was made to allow the tenants a roadway between the water and their front line, but it was understood that this would not be a thoroughfare. When this roadway was first provided for, it was contemplated that each of the present lots would be divided with one facing on the roadway at the back of the property and one facing the water, and thus those fronting the water would be accessible. As it stands at the present time, the lots run straight through from the roadway to the water front, and I would suggest that the new leases should run by metes and bounds from the high water mark back to the road, and thus eliminate the water roadway and any consequent dispute about who are to keep the front of the lot in shape and provide access to the water. In other words, I think the lots should run direct from the water front to the roadway. This is true with the Union Steamship Company's property and should apply to all of the other lots. Otherwise, the leaseholders will expect the Indian Department to keep the frontage in repair.

b. I would ask you to have inserted in the new leases a recital to the effect that the new lease was a result of this settlement between the Indian Department and myself, and it would thus relieve me from any responsibility to the present sub-tenants.

If you will confirm this understanding and say that same is satisfactory to you and the Department, I shall consider that the deal is closed, and am prepared to at once execute my part of the agreement.

Yours very truly,

JDK/FR. (Sgd.) Jno.D.Kearns.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

DEPT. OF INDIAN AFFAIRS
DEC 24 1928
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO
No. 185/13180.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666
VICTORIA, B.C., December 17, 1928.

Your File 13167-29

Re J.D.Kearns' Lease.

Dear Sir:-

In my letter to you of the 30th ultimo I stated that I was forwarding to you under separate cover by registered mail File 13167-29, but after further consideration I withheld forwarding the same until I had had an opportunity of meeting Mr.Kearns. I, however, am forwarding the same to you by to-day's mail.

With further reference to the above I may say that I was notified by Mr.Indian Agent Perry on the 1st instant that Mr.Kearns had returned to Vancouver, and I immediately got in touch with him to arrange a date for a meeting and this was finally set for Wednesday the 12th instant. At this meeting the whole matter of the cancellation of the lease and sub-leases was fully discussed, and I requested him to let me know whether it was his intention to take out leases for Lots 7, 8 and 9, and he personally gave me his assurance that such was his intention. Mr.Kearns also stated that if Mrs.Anders, Mr.Burrows and Mr.Senior did not apply for new leases within a limited time, for Lots 16, 17, 18 and 20, he also would be quite agreeable to leasing these Lots. Mr.Kearns was asked to confirm in writing his personal offer, and I am attaching hereto a copy of the same for your information.

It will be noted that Mr.Kearns has two observations to make, one in which he recommends that the lots should now run from the roadway direct to the waterfront, whereas in the sub-leases he issued himself, they ran from the roadway at the back down to within twenty feet of high water mark, as shown on the blue-print attached to each lease. Personally, I can not see any good reason why the Department should meet Mr. Kearns' recommendation in this regard, unless it be to remove any obligation on the part of our Department to keep this roadway cleared.

You will observe also that Mr.Kearns wishes the Department to have inserted in the new leases a recital to the effect that they are the result of a settlement between the Indian Department and himself, and it would thus relieve him from any responsibility to the people to whom he sub-leased the various lots. I do not see just how this Department can comply with Mr.Kearns' desire in this respect, as the new leases to be issued are not the result of a settlement between the Department and himself, but are the result of the cancellation of his original lease.

In my letter of the 30th ultimo I mentioned the name of Mr.Burrows who had not up to that time applied for a new lease

Dr.Duncan C.Scott,
Deputy Superintendent General
of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

DEPT. OF INDIAN AFFAIRS
DEC 24 1928
RECEIVED

DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO
No. 185/13180.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666
VICTORIA, B.C., December 17, 1928.

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Dr.Duncan C.Scott,
Deputy Superintendent General
of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

lease of Lot No.20. I now have the pleasure of informing you that I am in receipt of a communication from Mr. Burrows dated the 14th instant in which he states he would be obliged if the Department would have a lease of the said Lot made out in his name. Mr.Burrows, however, would like a definition of the word "rubbish" mentioned in the draft lease which I forwarded to you and which was also mentioned in the lease issued to John Winter.

By the above you will see there is only Lot 19 which may now be considered as vacant, and as regards this, I may say that Mr.Indian Agent Perry is taking it up with Mrs. Kate Lyon to see whether she would be agreeable to lease this Lot instead of Lot 22 which she had originally applied for. It is also thought that if Mrs.Anders applies for a new lease, she will apply to have this transferred to a Mrs.Humphrey who already has an application before the Department to lease Lot No.8.

Your obedient servant,

W. E. Ditchburn

W.E.Ditchburn.
Indian Commissioner for B.C.

WED/HM.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-29.

January 3, 1929.

Dear Mr. Ditchburn,-

I wish to acknowledge the receipt of your letter of the 17th instant, referring further to the proposed adjustment of what was formerly known as the Kearns lease on the Sechelt Indian Reserve No. 2.

This matter will now receive the necessary attention, and it is hoped that a final and satisfactory adjustment on the basis of your report will be made shortly.

Yours very truly,

Deputy Superintendent General.

W. E. Ditchburn, Esq.,
Indian Commissioner,
Victoria, B. C.

Poor copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Key
Record to file

13167-29

Original on 27167-18

Ottawa, 15th March 1929

Sir,-

With reference to your letter of the 30th January last and accompanying resolution of the Sechelt band dated the 15th January requesting that the boundaries of the Sechelt reserve be resurveyed and posted with concrete posts, I beg to say that Mr. L. S. Cokely of Vancouver will be instructed to do this work.

It is thought that while he is there it might be beneficial to run out and post the lines of the several lots in the Selma Park subdivision of the reserve, as it might possibly obviate friction later. You are requested to take this up with the band at your earliest opportunity and inform the Department as to whether instructions for the marking of the corners of the lots in Selma Park should be issued to Mr. Cokely. It will be remembered that he is the surveyor who surveyed the school site in 1925.

Your obedient servant,

(A. F. MacKenzie)
Act. Assistant Deputy and Secretary.

C. C. Perry Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B.C.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FORM T.D.

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

TELEGRAM

CABLE CONNECTIONS TO ALL THE WORLD

J. McMILLAN, General Manager of Telegraphs, Montreal.

MAR 16 1929 INDIAN AFFAIRS RECORDS

STANDARD TIME.

36RN Z. 512AM, 48- COLLECT, N.L., VICTORIA BC MARCH 15-16-29

J D MCLEAN, ACTING DEPY INDIAN AFFAIRS, OTTAWA,ONT.

DITCHBURN AND PERRY INQUIRING WHAT WE ARE DOING RE KEARNS LEASE SETTLEMENT STOP PLEASE WIRE ME STOP KINDLY KEEP PRESSURE ON C S COMMISSION TO PUT THROUGH BC CASES AND THE OTHER MATTERS BEFORE THEM MACKENZIE WILL KNOW STOP SHOULD BE DEALT WITH BEFORE END OF MONTH.

DUNCAN C SCOTT

looked at

File 13,167-29

FORM T.D. 2

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

TELEGRAM

CABLE CONNECTIONS TO ALL THE WORLD

TIME FILED
CHECK

J. McMILLAN, General Manager of Telegraphs, Montreal.

Send the following Message, subject to the terms printed on the back hereof which are hereby agreed to.

Ottawa, March 16, 1929

Duncan C. Scott,
Empress Hotel,
Victoria, B. C.

Answering your telegram fifteenth, new leases covering what was formerly Kearns leasehold are about ready for execution Stop Rental in two cases has been returned at request of former lessees. Stop Expect all necessary documents will reach Perry before end of month.

J. D. McLean.

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
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CANADA

STATEMENT SHOWING LEASES ENCLOSED WITH LETTER 27-3-29.

Lots		
1	Henry Morey	80 Eighth St., New Westminster, B. C.
2	John Slater Hainsworth	729 Queen's Ave., New Westminster, B.C.
3	Myles Morley	Sechelt, B. C.
4	John Winter	1010 Harc Street, Vancouver, B. C.
5	Elizabeth Mary Morley	C/o Myles Morley, Sechelt, B. C.
6	Myles John Morley	Sechelt, B. C.
10	Arthur Wheeler	3136 Broadway West, Vancouver, B. C.
11	Thomas Hyland Greer	6586 Sperling Street, Vancouver, B. C.
12	" " "	do do
13	Ira Wells Crawford	c/o Vancouver Tobacco Co., Ltd. 59-61-63-65 Pender Street W, Vancouver, B. C.
14	Lillian A. Grafton	1127--27th Ave. East, Vancouver, B. C.
15	James Lightbody	1816--36th Ave. West, Vancouver, B. C.
21	Louisa Lund	Sechelt, B. C.
22	Mrs. Clara B. Saunders Walters	---902 Granville Street, Vancouver, B. C.
23	Anne Kearns	2514 Turner Street, Vancouver, B. C.

The name of John Winter appears in the above. A lease was issued to this gentleman on the 20th June last on the terms mentioned in the Indian resolution of 11th June, 1927, and he already has paid $20.00 as one year's rent in advance. In order that Mr. Winter may be on a parity with the other sub-lessees, he should be given a lease on the new proposed terms and credited with two years' rental in advance.

This will cover fifteen of the twenty-three lots, exclusive of Lot 24, which the Department has leased direct to the Union Steamship Company.

It will be noted that Lots 7,8 and 9 were not leased by Mr. Kearns, but I was given to understand that it was his intention to keep these for his own use and as soon as he returns to Vancouver, it is my intention to have an interview with him to ascertain from him what his intentions are in regard to applying to the Department for leases covering these Lots. It will be noted, also, that apparently Lot No. 19 is the only one that would be vacant in the event of Mr. Kearns leasing the three above mentioned, and Mrs. Anders, Mr. Burrows and Mr. Senior applying for new leases.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 167/29

Ottawa, March 27, 1929.

Sir,-

In connection with adjustment of matters as pertaining to sub-lessees under the J. D. Kearns lease, I enclose, for the usual action, fourteen leases, prepared in accordance with report and recommendation of Mr. Indian Commissioner Ditchburn and shown on statement herewith.

Enclosures.

A blue print has been attached to the triplicate(lessee's copy) of each lease, but it was deemed unnecessary to do this in the case of your office copy, as it would add greatly to the bulk to be filed, however several copies are enclosed and, if others are desired, they are readily available.

Your obedient servant,

J. C. Caldwell
In Charge Lands and Timber Branch.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

DEPT. OF INDIAN AFFAIRS
APR 15 1929
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

3/36.

415 Winch Building,
Vancouver, B.C., April 8, 1929.

Sir:

I have the honor to acknowledge receipt of your letter No. 13-167/29, dated March 27th. ultimo, covering fourteen leases with respect to lots in the Sechelt Reserve Subdivision. These are being forwarded to the lessees for their signatures.

With regard to lots 7, 8, 9, 16, 17 and 18, I beg to say that no mention is made of their omission; and as it is understood that these lots were applied for through the Commissioner and the applicants are anxiously awaiting delivery of their leases, I would request that the Department be good enough to send the leases for these lots as early as may be convenient.

Your obedient servant,

(G. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

MINUTE OF REGULAR MEETING OF SECHELT INDIAN COUNCIL HELD AT SECHELT April 3rd. 1929. C.C. PERRY, INDIAN AGENT, VANCOUVER AGENCY, PRESIDING.

Present CHIEF JOHN, CHIEF GEORGE, CHIEF TOM, COUNCILLOR DAN PAULL, CHIEF DAN JOHNSON. SECRETARY REGINALD PAULL ACTED AS INTERPRETER. REVEREND J. McCAFFREY, O.M.I., WAS ALSO PRESENT.

RESOLUTION

Moved by Councillor Dan Paull.
Seconded by Chief George.

That the Council having perused the letter of the Department of Indian Affairs, Ottawa, dated March 13th., No.29167-18, to Indian Agent C.C. Perry with regard to the proposed survey of additional lots for leasing at Sechelt Reserve No.2.for Mrs.N. Eastman and others:-

It is resolved that the Department's suggestion to have the survey work done by Mr. Surveyor Cokely be approved, the cost of same to be charged to Sechelt Band Funds,

And

It is further resolved that twenty lots instead of ten lots be surveyed for leasing; the previous resolution to survey ten lots to be rescinded.

CARRIED UNANIMOUSLY.

I hereby certify that I was present and presided at the meeting of the Sechelt Indian Council at which the foregoing resolution was unanimously passed and carried.

.....

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

29167-8

DEPT. OF INDIAN AFFAIRS
APR 20
SURVEYS

DEPT. OF INDIAN AFFAIRS
APR 20 1929
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., April 12, 1929.

3/36

Sir:

I have the honor to transmit herewith a resolution of Sechelt Indian Council, dated April 3rd. instant, which will be self-explanatory, the same relating to the proposed survey of additional lots for leasing at Sechelt No.2. Reserve for Mrs. N. Eastman and others.

Instructions for this survey
N 27 167-18

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 167/29

OTTAWA, 17th April, 1929-

Sir-

I beg to acknowledge the receipt of your letter of the 8th Instant, in regard to leases covering lands in the Sechelt Reserve Sub-division, in connection with which I would say that, in his letter of the 30th November last dealing with this matter, the Commissioner reported that Mr. Kearns desired to lease Lots Nos 7, 8 and 9 and also stated that if Mr. C. N. Senier, Mrs. Edith Anders and Mr. F. Burrows did not make application for leases within a limited time, he would like to have these lots, also,-Nos 16, 17, 18 and 20.

H.Q.

It was owing to uncertainty as to lots to be leased to Mr. Kearns that documents in his favour were not forwarded and the situation remains, practically, the same. However, as you report that applicants seem to be desirous of obtaining leases, fifteen forms are enclosed, to be filled in by you in accordance with applications, when received, a blue print to be attached, in each case, to the lessee's (triplicate) copy, all documents, thereafter, to be returned to the Department, in the usual manner, for final execution.

Your obedient servant

Director of Indian Timber & Lands
(J. C. Caldwell.)

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER B.C.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

27167-18

By

Ottawa, 24th April 1929

Sir,-

I have to request you to make a resurvey of the boundaries of the Sechelt Indian reserve No.2 on Jervis Inlet. The boundary lines are to be well cut out and blazed and monumented with concrete monuments at intervals of about 40 chains. A blueprint showing the reserve is being sent under separate cover.

In 1925 you surveyed 15 acres for a school site on this reserve. The Roman Catholic church has possession of a parcel of land containing about 5 acres on the South side of the road and it is intended that the whole parcel to be occupied by the Church should be 15 acres, including the portion on which the buildings are situated. You should consult the Hedd man of the band and the Principal of the school, and if necessary, Indian Agent C.C.Perry, as to the exact land to be laid out for the school. A blueprint showing your former survey is being sent under separate cover.

There is also being sent you a plan of the road through this Indian reserve, as recently surveyed for the Provincial Government. On the East side of the road 24 lots have been temporarily laid out for leasing. A blueprint of the plan showing these lots is also being sent you. You are requested to survey the lots and mark each corner with an iron post driven well into the ground. It is desirable that each lot is the width shown on the blueprint if possible.

You are also requested to lay out 20 lots East of and adjacent to the highway, commencing at the South boundary. These lots are to be 50 ft. in width and 100 ft. in depth fronting on the highway. These surveys should be made at your earliest convenience. Accounts and returns for these surveys are to be made separate from your seasonal work.

L.S.Cokely Esq., B.C.L.S.,
1019 Nelson Street,
Vancouver, B.C.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Your returns will consist of plans, field notes, diary, account in duplicate accompanied by receipts in duplicate and report. The plan should be on a scale of about five chains to an inch and should show all the surveys made and the connection and such other information as you may be able to conveniently show. Separate plans on tracing linen should be made of the subdivision near Salmon Park and the other subdivision, to which a local name should be given, and of the school lot. You will be paid at the usual rate of $15.00 per day and expenses for this work.

Your obedient servant,

(A.F.MacKenzie)
Act.Assistant Deputy and Secretary.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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(A.F.MacKenzie)
Act.Assistant Deputy and Secretary.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

APR 29 1929
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., April 23, 1929.

1/36

Sir:

I have the honor to acknowledge receipt of Departmental letter dated April 17th., No. L 13 167/29, covering forms referred to therein with respect to the proposed lease of further lots Nos. 16, 17, 18 and 20 in the Sechelt Indian Reserve subdivision. Your instructions in this matter will be duly carried out and the forms returned in due course and with as little delay as possible.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

DEPT. OF INDIAN AFFAIRS
MAY 6 1929
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

No. L 13 167/29.

415 Winch Building,
Vancouver, B.C., April 30, 1929.

Sir:

I have the honor to transmit herewith for final execution, leases, respecting lots in the Sechelt Reserve subdivision, as follows:-

Seary No.		Lot No.
No.1.	Henry Morey.	1
No.2.	John S. Hainsworth.	2
No.4.	John Winter.	4
No.10.	Arthur Wheeler.	10
No.13.	Ira Wells Crawford.	13
No.14.	Mrs. Lillian A. Grafton.	14
No.15.	James Lightbody.	15
No.18.	Mrs. Edith Anders.	18
No.19.	Mrs. Gertrude Harriet Neal.	19
No.23.	Mrs. Annie Kearns.	23

It is expected that the lease forms for lots 3,5,6,7,8,9,11,12,16,17,20, 21 and 22 will be received in the near future, although none of these leases, which were sent by registered mail have been acknowledged as yet, and all were mailed from my office on April 17th. 1929.

With regard to No.19, - this is a new application. The term of payment on this the only remaining unleased lot in the subdivision is, as will be seen in the lease form, $20.00 per year instead of $10.00 as in all the other leases. This payment will accord with the Sechelt Council resolution therein and the rate will apply to this lot only as it is the only lot not affected by Mr. Kearns' subleases. The final execution of lease No. 19 is therefore recommended. The payment is being forwarded with return of revenue.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 167/29-

OTTAWA, 11th May, 1929-

Sir-

Referring to your letter of the 30th Ultimo and prior correspondence, I enclose, for the usual disposition, the following leases, covering lands in Sechelt Indian Reserve No 2, in the District of New Westminster:

Lease No:	Lessee	Lot No	Fol.	Vol. II
172	Henry Morey	1	239	
173	John H. Hainsworth	2	240	"
174	John Winter	4	241	"
175	Arthur Wheeler	10	242	"
176	Ira Wells Crawford	13	243	"
177	Mrs. Lillian A. Grafton	14	244	"
178	James Lightbody	15	245	"
179	Mrs. Edith Anders	18	246	"
180	Mrs. Gertrude H. Neal	19	247	"
181	Mrs. Anne Kearns	23	248	"

Your obedient servant

Entered H.S.B.

Director of Indian Lands & Timber
(J. C. Caldwell.)

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER B.C.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., May 8, 1929.

3/36

DEPT. OF INDIAN AFFAIRS
MAY 14 1929
RECORDS

Sir:

I have the honor to transmit herewith triplicate leases with respect to lots numbered 11 & 12, 20 and 21 in the Sechelt Reserve No.2. summer camp subdivision. These leases are sent to the Department for final execution, they having been duly executed by the prospective lessees, viz:-

			Lots	Folio	
Lease 152	Mr. T. H. Greer,		11 & 12	249	Vol II
" 153	Mr. F. R. Burrows,		20	250	" II
	and				
154	Mrs. Louisa Lund.		21	1	" III

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

Ottawa, May 14th,1929.

Sir:

Referring to yours of the 8th and 9th instant; I enclose herewith, for the usual disposition, the following leases, covering lands in Sechelt Indian Reserve No. 2:--

Encl.

Lease No.	Lessee	Lot No.
182	Mr. T. H. Greer	11 & 12
183	Mr. F. R. Burrows	20
184	Mrs. Louisa Lund	21
185	Mrs. Clara B. Saunders Walters	22

Your obedient servant,

Director of Indian Lands & Timber.
(J. C. Caldwell)

G. C. Perry, Esq.,
Indian Agent,
415 Winch Bldg.,
Vancouver, B.C.

Poor copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF THE
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 27 1929
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B. C., May 21, 1929.

Lands

Sir:

I have the honor to acknowledge receipt of Departmental letter dated 11th. May, No. 13 167/29-, covering leases Numbered 172, 173, 174, 175, 176, 177, 178, 179, 180 and 181 with respect to Lots numbered 1, 2, 4, 10, 13, 14, 15, 18, 19 and 23.

In reply I beg to say that the leases have been forwarded to the respective lessees with a request that rentals due thereunder be duly paid.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 27 1929
RECORDS

VANCOUVER AGENCY.

3/36 Lands

415 Winch Building,
Vancouver, B.C., May 22, 1929.

Sir:

I have the honor to acknowledge receipt of Departmental letter dated May 14th., No.13167-29, covering leases numbered 182, 183, 184 and 185, covering lots numbered 11 and 12, 20, 21 and 22 in the Sechelt Indian Reserve No.2. subdivision.

In reply I beg to say that these leases have been duly forwarded to the respective lessees with the request that rentals therein be remitted to this office.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REGULAR MEETING OF THE SQUAMISH INDIAN COUNCIL HELD AT MISSION NO. 1. RESERVE, NORTH VANCOUVER, B.C., FRIDAY, NOVEMBER 1st. 1929. PRESIDENT INDIAN AGENT A. O'N. DAUNT.
CHIEF GEORGE WILLIAMS, CHIEF ANDREW, CHIEF HENRY JACK, CHIEF EDWARD JOSEPH, CHIEF MOSES JOSEPH, COUNCILLOR DENNY PAULL, COUNCILLOR GUS BAND, INTERPRETER AND SECRETARY ANDREW PAULL, CHIEF MATTHIAS JOE, COUNCILLOR FRANK BAKER.
ABSENT - CHIEF JIMMY JIMMY.

RESOLUTION

Proposed by Councillor Gus Band.
Seconded by Councillor Frank Baker.

That in the event of a transfer of existing leases and issue of new leases, the Department eliminate the words " such increase of rental not to exceed 50%."

CARRIED UNANIMOUSLY.

I hereby certify that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

A. O'N. Daunt

.....
(A. O'N.Daunt)
INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29

EXTRACT
ORIGINAL ON
63-167

DEPT. OF INDIAN AFFAIRS
NOV 19 1929
RECORDS

MEETING OF
SQUAMISH INDIAN COUNCIL HELD NOV 1st, 1929.

x x x

Resolution No. 2

In one or two instances in past leases the clause has been included providing for renewal rental at a rate of not more than 50%. The Indians desire that this should be eliminated, if possible, as in view of the rapid expenditure of the Port of Vancouver it is felt that land values may easily increase in greater ratio within the next few years.

x x x

A. O'N Daunt.

Indian Agent.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-29.

Ottawa, November 27th, 1929.

Sir,- Re: Resolution No. 2, Nov. 1,1929.

I beg to acknowledge the receipt of your report in regard to this Resolution which seems to refer to a provision whereby, in case of transfers of existing leases or issue of new ones, the Department eliminate the words "such increase of rental not to exceed 50%".

In connection with this matter I would say that the Department is aware of but one with "series" of leases,--those covering lands in the Sechelt Indian Reserve formerly held by Mr. J. D. Cairns. The clause was inserted in these leases in accordance with Resolution of the 11th June, 1927, with regard to which I would refer you to letter of the 18th of August, 1928 from Mr. Agent Perry. You will note, therefore, that, in these particular cases, action was taken strictly in accordance with the wishes of the Sechelt Band.

Leases in general are issued in absolute accordance with agreements submitted,-in the case of lands owned by individual Indians,- or upon the Agent's report where it is a case of Band lands surrendered for leasing.

If you have in mind any special case or cases which, you consider, may have escaped notice, you might report fully to the Department.

Your obedient servant,

A. F. MacKenzie

Acting Assistant Deputy and Secretary.

A. O'N. Daunt, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ASSOCIATED CANADIAN HOTELS LIMITED

SUITE 509, CASTLE BUILDING, 1416 STANLEY STREET.

MONTREAL

May 1, 1931

J. C. Caldwell, Esq.,
Director of Indian Lands & Timber,
Department of Indian Affairs,
Ottawa, Ont.

Your File No. 13167-29

Dear Mr. Caldwell:

Thanks very much for your letter of April 27th and for your kindness in enclosing an assignment form. I am sending this forward to-day to Vancouver and expect it will be completed without delay.

Yours very truly,

Jno. D. Kearns

140

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NO FURTHER CORRESPONDENCE TO BE PLACED ON THIS FILE

SEE CURRENT VOLUME

NO FURTHER CORRESPONDENCE TO BE PLACED ON THIS FILE

SEE CURRENT VOLUME

Poor Copy

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The original of this Document has been removed for reason of the Records of the Indian Land Registry.
W4-14 A. McCadden
Signature
Sept 10 19 7.1

F. 131/67 29

24th March/29

Mr. McLean showed Dept. of Justice: Mr. Edwards states that cancellation of main lease carries, with it, cancellation of sub-leases, approved by Dept.

J.H.G.

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

987/32-5-2 VOL. 1
CLOSED

TO	DATE			BY	TO	DATE			BY	REQ'D BY	PER	DATE
ALSC	31	8	66	18								
DE 10	11	10	68	22								
LTS-1	27	8	70	33								
LT 4-1-4	19	8	71	14								
DLT 4-1-4	13	3	72	25								

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION - INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8090, File 987/32-5-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Indian Affairs
Central Registry Files, 1874-1959

File (RG 10, Volume 8091)

987/32-7-2-3	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2 TO THE NARROWS LUMBER CO. AND C.P. LUMBER MILLS LTD. (SQUAMISH BAND) (PLANS)	1941-1948
987/32-7-2-5	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND) (PLANS)	1927-1930
987/32-7-2-5	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND).	1930-1938
987/32-7-2-5	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND) (PLANS).	1938-1945

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DORMANT.

987/32-7-2-3 I A

DORMANT.

FILE NO. ~~167/32-7-2-3~~

987/32-7-2-3

FILE NO. ~~167/32-7-2-3~~ VOL. 1

A

B

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

SUBJECT LEASE
NARROWS LUMBER CO.
SQUAMISH BAND
SEYMOUR CREEK RES. NO. 2
DORMANT. FRASER ~~AGENCY~~ DISTRICT

VOLUME 1

FROM 41

TO 48

DORMANT.

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
ALTS	20	Rg	8-8-69	PA	ALTS	8-8-69	
ALT 45	09	Reg	16-9-69	PA	ALT 45	18-9-69	
DLT 4-2	15	Reg	15-2-71	PA	DLT 4-2	16/2/71	
DLT 4-1	14	Reg	27-3-71	PA	DLT 4-1	30-3-71	

B

23-103

8091

30-74

1A 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

A

FILE NO. 167 / 32-7-2-3

FILE NO. 167 / 32-7-2-3 VOL. 1

— INDIAN AFFAIRS BRANCH

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

VOLUME 1

FROM

TO

SUBJECT LEASE
~~VANCOUVER~~ AGENCY
SQUAMISH BAND
SEYMOUR CREEK RES. NO. 2
TO NARROWS LUMBER CO.

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For Records Use
R9	15	OP2684 [illegible]	22-3-56	[illegible]	R9	[illegible]	
		BF	6-3/58	Pa	DIA	6/5/58	

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FILE NO. 13167-7-2-3

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

VOLUME 1

FROM

TO

SUBJECT LEASE
VANCOUVER AGENCY
SQUAMISH BAND
SEYMOUR CREEK RES. NO. 2
TO NARROWS LUMBER CO.

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BP	By	Date	For Records Use
R6	15	24594 [Item 13167-7-2-2]	14-5-53	[illegible]	[illegible]	[illegible]	15-5-15

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 13167-82

INDIAN AFFAIRS BRANCH

DEPARTMENT OF MINES AND RESOURCES

VANCOUVER

LEASE

APPLICATION C.P. LUMBER MILLS LTD
TO LEASE A PORTION OF SEYMOUR
CREEK I.R. NO. 2

R. 701

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3
pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

MEETING OF SQUAMISH INDIAN COUNCIL
AT SQUAMISH I.R. NO. 1 On
MAY 26th 1941

---

x x x

Moved by Councillor Denny Paull

Seconded by " Louie Miranda

THAT the offer of the C.P. Lumber Mills Ldt. for Lots 1, 2, 3, 6, 7, 8 & 10 on Seymour Creek Reserve (No. 2) at $1000.00 per annum be rejected and the acreage offered at $1500.00 per annum for the first year, increasing by $250.00 every 5 years, for a period of 21 years.

CARRIED UNANIMOUSLY

x x x

Fred, J.C. Ball

Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

EXTRACT
ORIGINAL ON
63-167

Department of Mines & Resources
Indian Affairs Branch
JUN 12 1941
REGISTERED

416 Federal Building,
Vancouver, B.C.
June 3rd, 1941.

Sir:

I beg to report that a regular meeting of the Squamish Indian Council was held on Squamish I.R. No. 1 from 7 p.m. until 11.45 p.m. May 26th.

x x x

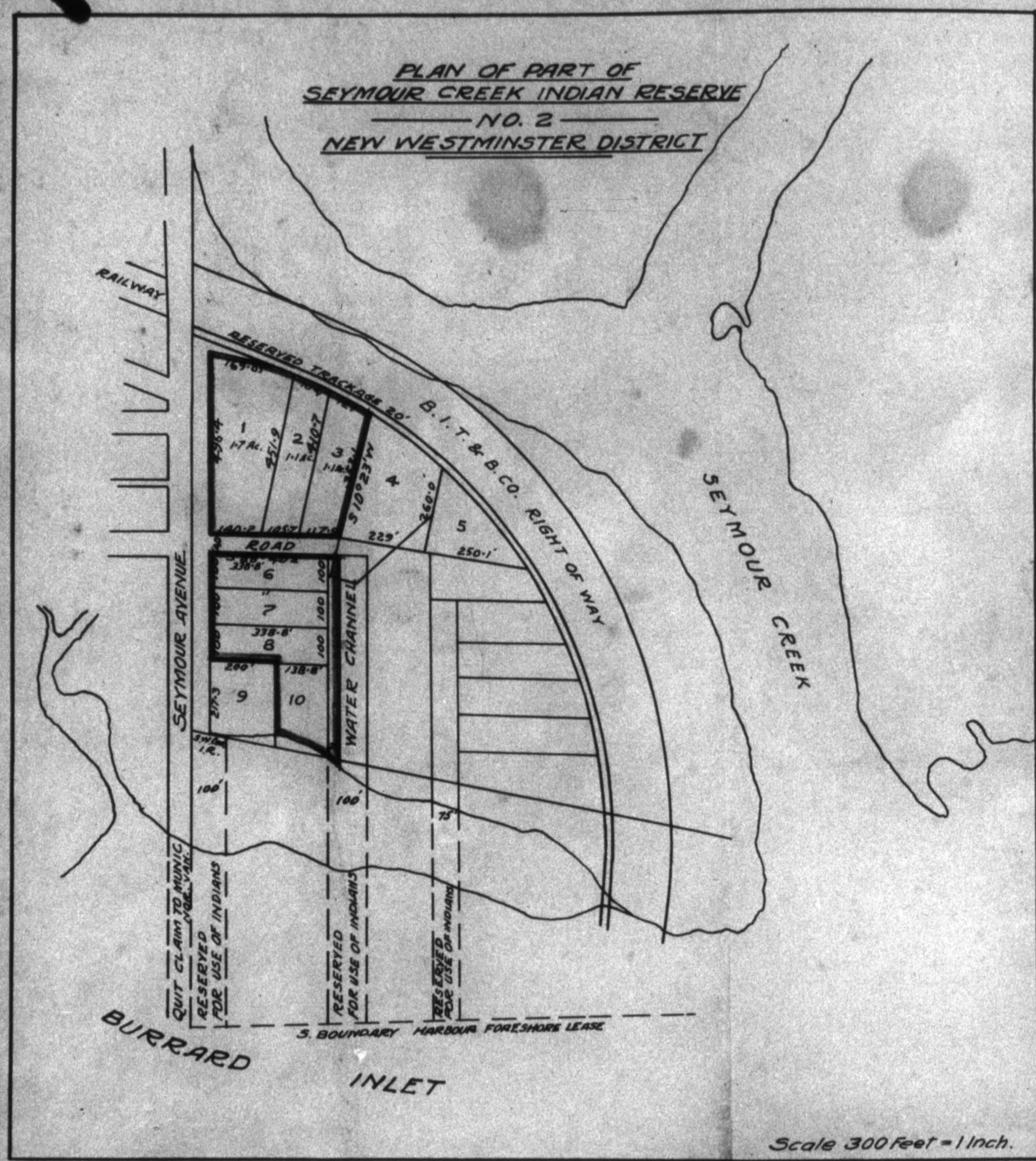
The next item was an offer from a party who has recently incorporated under the name of the C.P. Lumber Mills Ltd., who want to rent part of Seymour Creek Reserve No. 2, He had discussed this with me before the meeting and I told him his offer was too low, but he insisted upon having it placed before the Council, where it was rejected, and an alternative was suggested of $1500.00 for five years, increasing by $250.00 every five years for a total of 20 years, and I have advised the Company accordingly.

x x x

F.J.C. Ball,
Indian Agent.

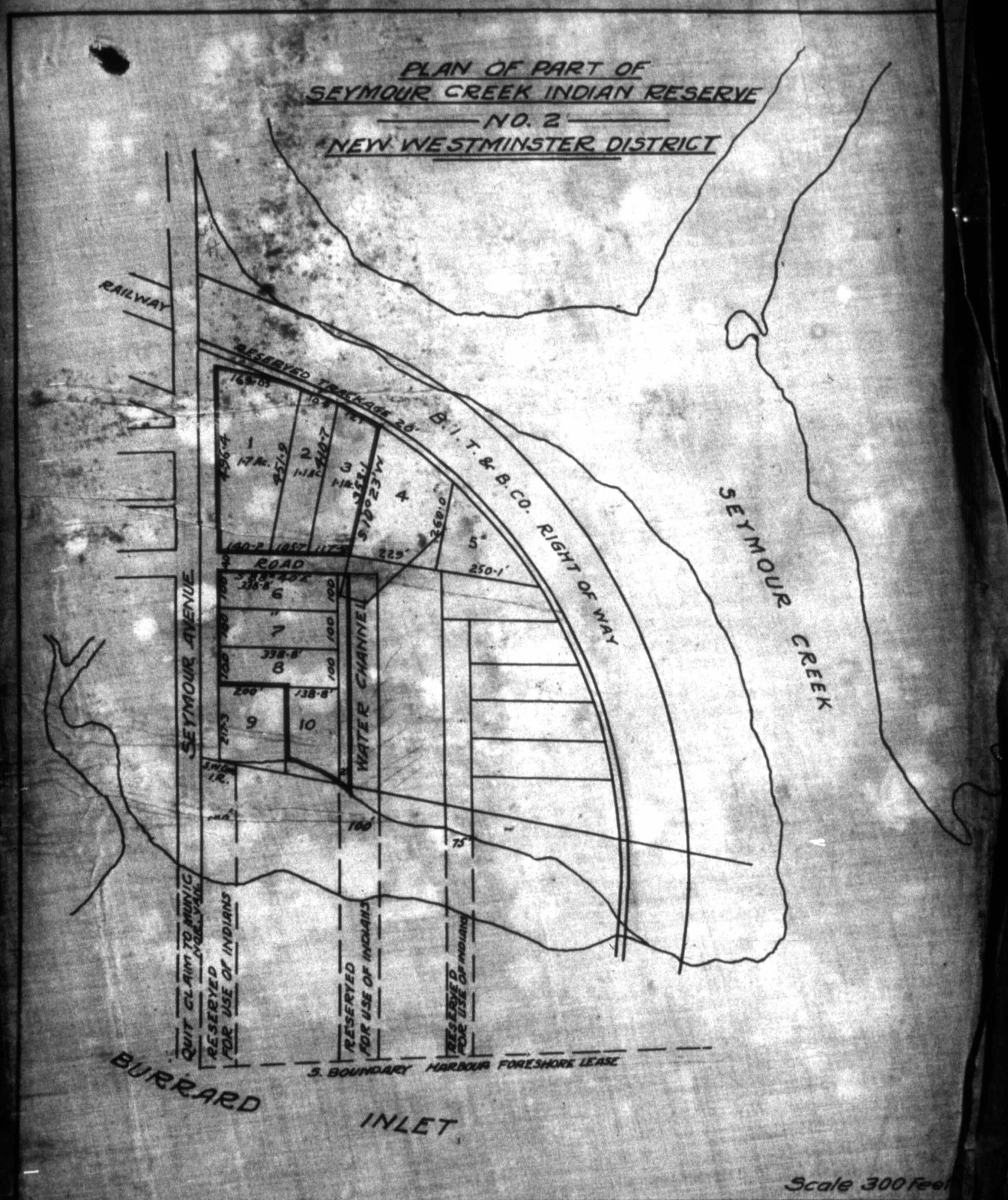
Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

KENNETH W. McCONNELL

801-8 Rogers Building,
Vancouver, B.C.
May 12, 1941.

Phone Marine 9547.

On behalf of C.P. Lumber
Mills Limited, Registered
Office 617, 789 W. Pender
Street, Vancouver, B.C.

Mr. Ball,
Indian Agent,
Government Building,
Vancouver, B.C.

re Proposed Lease of a Portion
of Seymour Reserve, No. 2.

Dear Mr. Ball:-

I wish to submit an offer for a lease of Lots Nos. 1, 2, 3, 6, 7, 8, 10, comprising 7.1 acres, together with the foreshore of Lot 10, approximately 165 ft., together with 25' adjoining Lots 6, 7, 8, 10 to the easterly, as shown on white prints.

I am prepared to pay the sum of $1,000.00 per year in advance for 21 years. I think that this is a very fair offer, as the assessed value of the property is under $10,000.00. Following are the assessments:-

Lot No. 1	$1,000.00
" " 2	500.00
" " 3	1,000.00
" " 6	500.00
" " 7	500.00
" " 8	500.00
" " 10	4,500.00, being assessed

as 180 ft. frontage at $25 per ft.

This $1,000.00 a year will be showing a return of almost 12% net, as we will have to pay the taxes.

I hope you will submit this to your Indians and get me a reply as soon as possible, as I have two other offers under consideration.

Yours very truly,

K. W. McConnell

K. W. McCONNELL.

ENC.

Tracing and White Prints of maps enclosed.

APPROVED MAY 12, 1941.

C.P. LTD.

Annual ark
1500 - 1st 5 yrs
1750 - 2nd 5 —
2000 - 3rd 5 —
2250 - 4th 5 —

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TELEPHONE: PACIFIC 7361

Williams & Rae
BARRISTERS AND SOLICITORS

W. E. WILLIAMS, LL.B., K.C.
G. GORDON S. RAE
W. ENID WILLIAMS

716 Hall Building
Vancouver, B.C.

June 6, 1941.

F. J. C. Ball, Esq.,
Indian Agent,
Federal Building,
Vancouver, B. C.

Dear Sir:-

Re: C. P. Lumber Mills Limited
and proposed lease from Indian Dept.

With reference to the proposed lease from the Indian Department of certain lands situate on Seymour Creek Indian Reserve #2, New Westminster District as outlined in red on a white print furnished to you, and being Lots 1, 2, 5, 6, 7, 8 and 10 and a strip along the easterly side of Lots 6, 7, 8 and 10 extending to the water channel, we herewith enclose cheque for $1500. being the first year's rent on the proposal which we understand has been approved by the Indian council.

We would appreciate the consummation of the matter at an early date.

Yours truly,

WILLIAMS & RAE

per W E Williams

WEW:G
Enclosure.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

Reference

CE OF THE
AN AGENT

CANADA
DEPARTMENT
OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
JUN 12 1941
REGISTERED

416 Federal Building,
Vancouver, B. C.
June 10th 1941.

Sir:

I beg to advise that the C.P. Lumber Mills Ltd. has made the enclosed application to lease a portion of Squamish I.R.No.2 (Seymour Creek) Reserve, North Vancouver for a period of 20 years at $1500.00 per annum, increasing by $250.00 per annum for each succeeding 5 year period.

An offer of $1000.00 per annum was submitted to the Squamish Indian Council at their meeting on the 26th ultimo and they passed a resolution, which has been sent to you, refusing the offer and stating they wanted $1500.00 per annum, with a five year increase and the Company has now accepted that offer and have deposited with me a marked cheque for the first year's rental.

I respectfully request that the necessary documents be forwarded covering this transaction . The Company has asked that I write you air mail to expedite matters.

We have been trying to obtain revenue from this property for many years. One water front acre is leased to the Burrard Shingle Co., and if this lease is granted, it will take in the rest of the block which was surveyed into industrial sites many years ago. The Cascade Holdings also lease a portion of the Reserve for a sand and gravel business and the only Indian occupant lives across Seymour Creek some distance from this industrial sector, and is not affected by such proposed lease. There are no improvements on the portion applied for.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

Fred J C Ball

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

AIR MAIL

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-82

June 13, 1941.

MEMORANDUM:

Mr. F. H. Peters
Surveyor General

I send you herewith Branch File 15167-82 and would ask you to be good enough to prepare a description for leasing purposes covering the lands outlined in red on tracing hereunder, of part of the Seymour Creek Indian Reserve No. 2.

T. R. L. MacInnes,
Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, July 9th, 1941

Description of Portions of Seymour Creek Indian Reserve No.2 in New Westminster District, B.C. for the purpose of a lease to be issued to the C.P. Lumber Mills Company Limited.

All of Lots 1, 2, 3, 6, 7, 8, and 10, and the 25 foot right-of-way on the east boundary of said lots 6, 7, 8, and 10 in Seymour Creek Indian Reserve No.2, New Westminster District, Province of British Columbia, as the said lots and the right-of-way are shown upon a plan of the said Reserve, signed by J. Rodger Burnes, British Columbia Land Surveyor, on the 26th day of March, 1926, and of record number B.C. 317 in the Indian Affairs survey records, Department of Mines and Resources, Ottawa, the said lands in part being subject to the following agreements and permits:-

(1) Easement dated February 16th, 1927, granting the British Columbia Electric Railway Company concessions over a strip of land containing 1.40 acres, as shown upon plan No. M.2162 in Indian Affairs Survey Records.

(2) To permit granted in Departmental letter dated April 13th, 1938, to Vancouver Harbour Commissioners allowing them to retain their spur line as presently located "during pleasure". The spur line is shown upon plan R.R.2289 in the Indian Affairs Survey Records.

(3) To the rights granted the Vancouver Harbour Commission in the foreshore fronting on Seymour Creek Indian Reserve No.2.

W R White

J.D.B

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ADDRESS REPLY TO:
HYDROGRAPHIC AND MAP SERVICE

13167-82

QUOTE FILE 21583.

Received

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH
Labelle Bldg.

Department of Mines & Resources
Indian Affairs Branch
JUL 14 1941
REGISTERED

OTTAWA July 9th, 1941

Memorandum:

T.R.L. MacInnes, Esq.,
Secretary, Indian Affairs.

In compliance with your memorandum of June 13th, file 13167-82, I enclose herewith a description of Lots 1, 2, 3, 6, 7, 8, and 10, and of the 25 foot strip of land adjacent to the east boundary of lots 6, 7, 8, and 10 of Seymour Creek Indian Reserve No.2 in British Columbia.

Our records indicate that these lands are affected by the following encumbrances:

(1) An easement dated February 16th, 1927, to the B.C. Electric Railway Company to a strip of land containing 1.4 acres as shown upon plan No. M.2162 filed in Indian Affairs Survey Records. (Your files 465696X and 465696 files Vols.1 and 2, relate in part to this matter).

(2) To a permit granting the Vancouver Harbour Commission the right to retain a spur line in its present position which would be as shown on plan No. R.R.2289 filed in the Indian Affairs Survey Records (see letter dated December 19, 1928, file 22167-3 V.N.Y; also letter dated April 13, 1938, file 13167-50A, relative to this matter).

(3) To those rights granted the Vancouver Harbour Board to the foreshore fronting on this Reserve. (see letter 16th December, 1925, file 465696).

We have endeavoured to ascertain by reference to the files whether the above agreements are still in force, but as there remains an element of doubt it is suggested that you verify this. If it is found that they are not all in force our description will need to be amended.

Enclosed herewith is a blue print of our official plan No. 317 of a portion of Seymour Indian Reserve which shows the lands that the C.P. Lumber Mills Company have applied for. On it we have shown in coloured ink the location of the spur line that the Vancouver Harbour Commission is permitted to retain and the easement granted to the British Columbia Electric Railway Company.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Your file 13167-82 is returned herewith.

We have also consulted the following files which are being returned to your Central Filing Office: 22167-3, 13167-50A, 465696X, 465696 Vols. 1 and 2, 465946, 465946A, 89167, 89167A.

F.H. Peters,
Surveyor General, and
Chief, Hydrographic Service.

Encls.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-82

Credit Advice

ME[redacted]

June 23rd 1941

The following remittance has been received from

Indian Agent Mr J. A. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Department of Mines and Resources
Indian Affairs Branch
JUN 18 1941
REGISTERED

Amount $ 1500.00

Agency Receipt No. 13211 Date June 10/41

Payer C. S. Lumber Mills Ltd on account of Rent - portion of Squamish I. R. #2.

Lease Susp. 758.

For Treasury Branch.

C. T. 231
5M—23-1-40

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

July 17, 1941.

Dear Sir:

I wish to acknowledge receipt of your letter of June 10th last, submitting application of G. P. Lumber Mills Ltd. to lease a portion of the Squamish Indian Reserve No. 2 (Seymour Creek), North Vancouver, for a period of twenty years on terms including a graduated rental beginning at $1,500.00 per annum and increasing $250.00 per annum each succeeding five year period. The description of the lands which it is desired to lease was submitted to the Surveyor General for checking and he reports that these are affected by the following encumbrances:-

(1) An easement dated February 16th, 1927, to the B.C. Electric Railway Company to a strip of land containing 1.4 acres as shown upon plan No. M.2162 filed in Indian Affairs Survey Records. (Your files 465696X and 465696 files Vols. 1 and 2, relate in part to this matter.)

(2) To a permit granting the Vancouver Harbour Commission the right to retain a spur line in its present position which would be as shown on plan No. R.R.2289 filed in the Indian Affairs Survey Records (see letter dated December 19, 1928, file 22167-3 V.N.Y; also letter dated April 13, 1938, file 13167-50A, relative to this matter).

.....

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(3) To those rights granted the Vancouver Harbour Board to the foreshore fronting on this Reserve. (See letter 16th December, 1925, file 465696.)

I attach copy of the proposed description to be incorporated in the lease if and when issued and you might discuss the matter with the applicants for the purpose of ascertaining whether a lease on the terms and conditions stated, and subject to these encumbrances, would be satisfactory.

Yours very truly,

T.R.L.M.

T. R. L. MacInnes,
Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NEWCOMBE & COMPANY
BARRISTERS & SOLICITORS

REGISTERED CABLE ADDRESS
NEWCOMBE, OTTAWA

TELEPHONE 2-1383

Victoria Building,
Ottawa

August 11th, 1941.

J. C. Caldwell, Esq.,
Chief of Reserves,
Indian Affairs Branch,
Dept. of Mines & Resources,
Ottawa, Canada.

Dear Mr. Caldwell,-

Following our discussion of July 30th, I have ascertained from the C. P. Lumber Mills Limited, that the three encumbrances do not change their position with regard to their application for the lease of the site on the Seymour Creek Indian Reserve, North Vancouver, B.C.

I would, therefore, be most grateful if you would take the necessary steps to deal with their application and let me know if there is any way in which I can assist you.

As my clients are very anxious to have this matter dealt with at the earliest possible date, I would be most grateful if you would expedite it as much as possible.

Thanking you for the trouble you are taking in this regard, I am,

Yours very truly,

NEWCOMBE & COMPANY,

Per E. F. Newcombe.

EFN/H

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-82

August 16, 1941.

Dear Sir:

I wish to refer to your letter of June 10th, submitting application of the C. P. Lumber Mills Limited to lease part of Squamish Indian Reserve No. 2 (Seymour Creek, North Vancouver) for a period of twenty years at a graduated rental beginning at $1,500 per annum for the first five years and increasing $250 per annum for each succeeding five year period.

A lease has been prepared and will be forwarded to the C. P. Lumber Mills Limited by their legal representatives here, Newcombe and Company. When the documents have been returned and are executed by the Director, a copy will be sent to you for purposes of record.

Yours very truly,

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

August 16, 1941.

Dear Mr. Newcombe:

Referring to your letter of August 11th, I send you herewith a draft lease in triplicate, issued in favour of the C. P. Lumber Mills, Limited, of the City of Vancouver, and covering a parcel of land in the Seymour Creek Indian Reserve No. 2, New Westminster District, Province of British Columbia.

When these documents are returned signed by the Lessee, they will be executed by the Director and a copy will then be sent to you for your files. In the meantime, the C. P. Lumber Mills, Limited, might be requested to make payment of the first year's rental in the amount of $1,500.00.

Yours very truly,

T. R. L. MacInnes,
Secretary.

E. F. Newcombe, Esq.,
Barrister, etc.,
Victoria Building,
Ottawa, Ontario.

Encls.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

MINUTES OF MEETING OF DIRECTORS OF C. P. LUMBER MILLS LIMITED held at 716 Hall Building, Vancouver B. C. on Saturday the 23rd day of August, 1941, at the hour of 10.15 o'clock in the forenoon.

PRESENT

W. E. Williams

K. W. McConnell - being all the Directors.

IT WAS DULY RESOLVED that the company approve of the form of lease dated the 15th day of August, 1941, made between His Majesty The King as Party of the First Part and C. P. Lumber Mills Limited as Party of the Second Part, and being upon Lots 1, 2, 3, 6, 7, 8 and 10, and the 25' right of way on the East Boundary of said Lots 6, 7, 8 and 10 in Seymour Creek Indian Reserve No. 5, New Westminster District, Province of British Columbia, and that the same be executed on behalf of the Company under the corporate seal and under the hands of Kenneth W. McConn ell, President and W. E. Williwma, Secretary.

The Meeting then adjourned.

"W. E. WILLIAMS" "K. W. McCONNELL"

CERTIFIED a true copy this 23rd day of August, A. D. 1941.

W E Williams
Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

506

987/32-7-2-B
vol. 1

LEASE

MINISTER OF MINES AND RESOURCES

- to -

The C. P. LUMBER MILLS LIMITED

- of -

Lots 1, 2, 3, 6, 7, 8 and 10,
and 25 foot right of way,
in Seymour Creek I. R. No. 2,
for twenty years from
August 15, 1941.

Cancelled under date
of Feb. 13, 1946.

DATED August 15, 1941.

The original of this Document has been
transferred to the custody of the Department of Indian Affairs

JG DLT 4-1-2

Feb/16/71

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3
pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver
Act. 165
Lease Journal. 10.9.41
D.

(ORIGINAL)

File No. 13167-82.

Cancelled under date of Feb. 13, 1946.

THIS INDENTURE made in triplicate this Fifteenth day of August in the year of Our Lord one thousand nine hundred and forty-one,

BETWEEN:

His Majesty the King, hereinafter called "His Majesty", represented herein by the Minister of Mines and Resources of Canada, hereinafter called the "Minister"

of the First Part;

AND

The C. P. Lumber Mills Limited, of the City of Vancouver, in the Province of British Columbia, hereinafter called the "Lessee"

of the Second Part.

WHEREAS the lands hereinafter described are Indian lands within the meaning of the Indian Act, Chapter 98, R. S. C. 1927.

AND WHEREAS the Party of the Second Part has applied for a lease of the same.

AND WHEREAS the Party of the First Part has agreed to lease the same unto the Lessee upon the terms and conditions hereinafter set forth.

NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereinafter reserved and upon and subject to the stipulations, provisos and conditions hereinafter contained, the Party of the First Part doth hereby lease unto the Party of the Second Part all and singular that parcel or tract of land lying in and being part of Seymour Creek Indian Reserve No. 2, in the New Westminster District, Province of British Columbia, which may more particularly be described as follows:

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

6.59 acres

All of Lots 1, 2, 3, 6, 7, 8 and 10, and the 25 foot right of way on the east boundary of said lots 6, 7, 8 and 10 in Seymour Creek Indian Reserve No. 2, New Westminster District, Province of British Columbia, as the said lots and the right of way are shown upon a plan of the said Reserve, signed by J. Rodger Burnes, British Columbia Land Surveyor, on the 26th day of March, 1926, and of record number B.C. 317 in the Indian Affairs survey records, Department of Mines and Resources, Ottawa, the said lands in part being subject to the following agreements and permits:-

Lot 1 - 1.7 ac
Lot 2 - 1.1
Lot 3 - 1.1
6 - 0.8
7 - 0.8
8 - 0.8
10 - 0.8
Strip 0.29
6.59 ac
7.39

(1) Easement dated February 16th, 1927, granting the British Columbia Electric Railway Company concessions over a strip of land containing 1.40 acres, as shown upon plan No. M.2162 in Indian Affairs survey records.

(2) To permit granted in Departmental letter dated April 13th, 1938, to Vancouver Harbour Commissioners allowing them to retain their spur line as presently located "during pleasure." The spur line is shown upon plan R.R. 2289 in the Indian Affairs survey records.

(3) To the rights granted the Vancouver Harbour Commission in the foreshore fronting on Seymour Creek Indian Reserve No. 2.

TO HAVE AND TO HOLD unto the Lessee, its successors and assigns, for a period of twenty years from the Fifteenth day of August, one thousand nine hundred and forty-one.

The original of this document is in the Indian Affairs Collection, National Archives of Canada

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

YIELDING AND PAYING THEREFOR a rental of One thousand five hundred dollars ($1,500.00) for each of the first five years of the term hereby granted; a rental of One thousand seven hundred and fifty dollars ($1,750.00) for each year of the second five year period; a rental of Two thousand dollars ($2,000.00) for each year of the third five year period; and a rental of Two thousand two hundred and fifty dollars ($2,250.00) for each year of the fourth five year period; all rental payments to be made yearly in advance.

PROVIDED ALWAYS and these presents are issued upon and subject to the following stipulations, provisos and conditions, that is to say:

(1) The Lessee covenants that it will not assign or sublet this lease without the consent in writing of the Director of Indian Affairs, provided that such consent shall not be unreasonably withheld.

(2) The Lessee covenants with the Party of the First Part that it will abide by and conform to all requirements of the "Indian Act" in so far as the said Act appertains to this lease.

(3) It is further understood and agreed that the Lessee shall pay the rent hereby reserved in manner aforesaid and shall and will also pay all charges, taxes, rates and assessments whatsoever which shall during the continuance of these presents be charged upon or be payable with respect to the demised premises.

The original of this Document is approved for reproduction by the Indian Land Registry

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(4) And that it shall be lawful for the Minister, or any person thereunto authorized by him, at all reasonable times during the said term to enter upon the demised premises to examine the condition thereof.

(5) And that the Lessee will at all times hereafter indemnify and keep His Majesty indemnified against all actions, claims and demands that may be lawfully brought or made against His Majesty by reason of anything done by the Lessee in the exercise, or purported exercise, of the rights, licences, liberties, privileges and lease hereby granted.

(6) And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether demanded or not), or if any covenant, proviso, stipulation or condition on the part of the Lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister, Deputy Minister, or Director, Indian Affairs Branch, Department of Mines and Resources (without any judicial inquiry or finding), by notice in writing under his hand to cancel these presents and thereupon this lease and the remainder of the term hereby granted and all benefits, rights and privileges hereby granted to the Lessee shall become and be utterly and absolutely null and void; but nothing herein contained shall in any way affect the right of His Majesty or His Successors or Assigns to all arrears of rent to be paid as hereinbefore provided or to any remedy for the recovery of such arrears of rent.

The original of this Document has been removed for reception in the Records of the Indian Land Registry.
Signature

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

Where the context allows the expression "His Majesty" includes the Successors of His Majesty, the expression "Minister" includes the Deputy of the Minister and the Director of the Indian Affairs Branch and the successors in office for the time being of the Minister or such Deputy or such Director, and the expression "Lessee" includes the successors and assigns of the Lessee.

IN WITNESS WHEREOF the Director of the Indian Affairs Branch of the Department of Mines and Resources, on behalf of the Minister, and the Lessee have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)
In the presence of)

.....
As to the signature of the Director of Indian Affairs..)

C. P. LUMBERS MILLS LIMITED)

Per _____ President)

Per _____ Secretary)

.....
As to the signature of the Lessee.)

.....
Director of Indian Affairs.

.....
Lessee.

The original of this Document has been removed for retention in the files of the Indian Land Registry.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

NEWCOMBE & COMPANY
BARRISTERS & SOLICITORS

REGISTERED CABLE ADDRESS
NEWCOMBE, OTTAWA

TELEPHONE 2-1383

Victoria Building,
Ottawa

Reference

August 25th, 1941.

Department of Mines & Resources
Indian Affairs Branch
AUG 26 1941
REGISTERED

Secretary,
Indian Affairs Branch,
Ottawa, Canada.

Attention: Mr. McInnes

Dear Sir,

Re C. P. Lumber Mills Limited

I return to you herewith Lease executed in triplicate by the above Company together with a certified copy of the authority relative to this matter.

Lease 506.
Fol. 201,
Vol. 5

The $1500.00 to be paid on the completion of this agreement has already been handed to the Agent of your Department in Vancouver in the form of a certified cheque. No doubt he will have confirmed to you its receipt by the time this letter reaches you.

Would you be good enough to arrange to have this Lease completed at your earliest convenience and a copy returned to complete our files.

Yours very truly,

NEWCOMBE & COMPANY

Per E. T. Newcombe.

EFN/H
Enc.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

September 4, 1941

Dear Sirs,-

Re C. P. Lumber Mills, Limited.

Referring to your letter of August 25th, I send you herewith copy of lease in favour of C. P. Lumber Mills, Limited, of the City of Vancouver and covering certain lands in the Seymour Creek Indian Reserve No. 2. This lease has been duly executed by the Acting Director.

Yours very truly,

T. R. L. MacInnes,
Secretary.

Enclosures.

Messrs. Newcombe & Company,
Barristers, etc.,
Victoria Building,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver
Act 165

13167-82

September 4, 1941

Dear Sir,-

re C. P. Lumber Mills, Limited
and Seymour Creek I. R. No. 2.

Further in reply to your letter of June 10th last concerning the above matter, I send you herewith duplicate copy of lease duly executed by the Acting Director. The triplicate copy has been forwarded to the lessee.

Yours very truly,

T. R. L. MacInnes,
Secretary.

Enclosure

F. J. C. Ball, Esq.,
Indian Agent,
Vancouver, B. C.

Lease journal.
10.9.41
D.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1. Secretary

2. Revenue

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13.167-82

NEWCOMBE & COMPANY
BAR[redacted]S & SOLICITORS

REGISTERED CABLE ADDRESS
NEWCOMBE, OTTAWA

TELEPHONE 2-1363

Victoria Building,

Ottawa

Reserve

Your file No.13167-82

September 16th,1941.

Secretary,
Indian Affairs Branch,
Dept. of Mines & Resources,
O t t a w a, Ont.

Department of Mines & Resources
Indian Affairs Branch
SEP 18 1941
REGISTERED

Dear Sir,-

Re - C.M. Lumber Mills Ltd.

We acknowledge with thanks your letter of September 4th enclosing lease in favour of the above Company and covering certain lands in the Seymour Creek Indian Reserve No.2, duly executed by the Acting Director.

Yours very truly,

NEWCOMBE & COMPANY,

per G.G.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

Rental paid
up to date

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3
pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TELEPHONE: PACIFIC 7361

Williams & Rae
BARRISTERS AND
SOLICITORS

W. E. WILLIAMS, LL.B., K.C.
G. GORDON S. RAE
W. ENID WILLIAMS

716 Hall Building
Vancouver, B.C.

September 17, 1942.

The Department of Indian Affairs,
Federal Building,
Vancouver, B. C.

Dear Sirs:-

Re: Lease - C. P. Lumber Mills Limited
of Indian Reserve, North Vancouver.

On behalf of C. P. Lumber Mills Limited we hereby make application for the Consent of your Department that the Company assign this lease to Powell Lumber & Fuel Company Limited.

Yours truly,

WILLIAMS & RAE

per W. E. Williams

WEW:G

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Mr Jacobart

416 Federal Building,
Vancouver, B. C.
Sept. 23rd 1942.

Department of Mines and Resources
Indian Affairs Branch
SEP 28 1942
REGISTERED

Sir:

re: File No.13167-50

Sep 29

I beg to enclose herewith an application for assignment of Lease No.506, C.P.Lumber Mills Ltd. to the Powell Lumber and Fuel Co. Ltd., 716 Hall Building, Vancouver, B. C.

Before granting this assignment, I would refer you to my letter of June 22nd last regarding the boundaries of this Reserve, to which no reply was received.

Possibly this assignment would give the Department an opportunity of making any changes considered necessary in this lease.

on file 13167-50

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-32

Ottawa, October 3, 1942.

EX'D.
A.

Dear Sir:

Re Assignment Lease No. 506, C. P. Lumber Mills Limited, to Powell Lumber and Fuel Company, Limited, Seymour Creek I. R.

In reply to your letter dated September 23rd, enclosing a letter from Messrs. Williams and Rae on behalf of C. P. Lumber Mills Limited, making application for permission to assign their rights to the Powell Lumber and Fuel Company Limited, I have to advise as follows:

On examination and plotting the areas described in these two leases it is apparent that, as mentioned in your letter of June 22nd, there is an overlapping--a portion of Lots 5 and 6 and of the right of way as described in Lease No. 506 project into the 2.79 acre area of the Cascade Holdings Limited lease which it seems was overlooked when preparing the C. P. Lumber Mills lease.

As mentioned in our letter dated September 18th, the cancellation of Lease No. 288 is imminent unless payment of outstanding indebtedness is made without delay and in connection with which you were requested to report fully. Should this lease No. 288, Cascade Holdings Limited, be cancelled or a sublease be granted for the area 2.79 acres over which there has been considerable correspondence? This overlap may easily be adjusted. We await your report.

Yours truly,

D. J. Allan,
Superintendent,
Reserves and Trusts.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Mr Gaffart

Department of Mines & Resources
Indian Affairs Branch
OCT 6 1942
REGISTERED

Federal Building,
Vancouver, B. C.
October 2nd 1942.

Sir:

re: File No.13167-50

I beg to advise in connection with Leases No.288 and 506 that I wrote you on June 22nd 1942 stating there was a discrepancy in both leases.

Lease No.288 is in arrears and I have your letter of the 18th ultimo (File No.13167-50) regarding it, but have not been able to obtain any definite information for you as yet. Lease No.506 to the C.P.Lumber Co. is the subject of my letter of June 22nd 1942.

A further complication has arisen with regard to Lease No.376 on the same Reserve. This lease was granted August 2nd 1935, and is in good standing, and does not refer to any Lot numbers, but shows the metes and bounds. When these are measured on the land, they include Lot 10 which is also included in Lease No.506.

Apparently, Mr.Rodger Burnes was employed in 1926 to survey Seymour Creek Reserve (Squamish No.2) between the Burrard Inlet Tunnell & Bridge Co.right of way and Burrard Inlet and divide the land into lots. I presume you have this plan on file. When Lease No.288 was made, it did not coincide with the boundaries of Lot 4 as mentioned in my letter of June 22nd. Now the same error has occurred in Lease No.506 which is given in Lot numbers, as I now find Lease No.376, which does not mention lot numbers, already covers Lot 10.

See also file 13167-50

Adjustments of Leases 288 and 506 will have to be made. The first of these should be cancelled for non-compliance with conditions of the lease and the lessees of No.506 have applied for a transfer. Before such transfer is given, their lease must be adjusted to metes and bounds rather than lot numbers.

Will you please advise me what plans you have of this Reserve, and which is the official one? I have one plan as mentioned above by J. Rodger Burnes dated 24th February 1926, another one by J.W.Brown,Chief Enginaer for the Vancouver Harbour Board, dated 5th March 1929, and a third one by J.Alexander Walker & Associates, which is undated. The plan by J.W.Brown is shown as approved by the Dept. of Indian Affairs and signed "Duncan C. Scott, Deputy Supt. General". This plan shows lot numbers, but not the boundaries of the various leases. There is serious confusion in these three leases which will have to be adjusted and I respectfully request your advice, especially as to which plan the Department considers official. They were all made before I came to this Agency and it is only now that the discrepancies have come to light.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.P.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

RESERVES AND TRUSTS

CANADA

DEPARTMENT
OF
MINES AND RESOURCES

13167-82
13167-50

INDIAN AFFAIRS
BRANCH

Ottawa, October 27, 1942.

MEMORANDUM:

Mr. Allison.

Re: Lease, Cascade Holdings Limited,
Seymour Creek, (Squamish) I. R.

I would refer you to memorandum dated October 3rd to Mr. Jackson, which gives the history of the above lease.

You will note that the Company is in arrears of rent in the amount of $675.00 and in dues long overdue in the amount of $350.00.

$1025.00

The Agent has recommended cancellation of this lease.

Since the date of the memorandum above referred to, an amount of $150.00 on account of rentals has been credited to the account and therefore the amount of rental presently owing is $525.00. An examination of the account reveals that the lessee is paying at the rate of $75.00 per month. By the terms of the lease he is required to pay $150.00 every three months. Thus at the present rate the arrears are being reduced by an amount of $25.00 per month and, if continued, eventually the rental arrears will be fully paid.

There is, however, the $350.00 long overdue on the dues account and, according to the claim of the Municipality, taxes are in arrears to a considerable sum.

There is a further complication in connection with this lease in respect to the area. By referring to the attached sketch, it will be seen that the area of 2.79 acres in Lease No. 288, Cascade Holdings Limited, overlaps that described in Lease No. 506 held by the C. P. Lumber Mills Limited who have applied for the right to assign their lease to Powell Lumber and Fuel Company.

You will also please note that the area of Lease No. 376 to Burrard Shingle Company also overlaps the area comprised in Lease No. 506. These latter two leases are in good standing.

If Lease No. 288, Cascade Holdings Limited, is cancelled, the first mentioned overlap would clear itself.

The adjustment as between Lease No. 506 and 376 is necessary before the assignment asked for is considered.

C. H. Taggart.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82
13167-50

Ottawa, Ontario,
October 29th, 1942.

Dear Sir: Re Cascade Holdings Limited.

The writer has attempted to get a clear understanding concerning our departmental relations with the above company. According to our records the following situation with reference to monies due and unpaid exists:

Under date of February 23rd, 1939, you reported an offer of settlement of the royalties question under which the company agreed to pay $500.00 in satisfaction of past royalty claims. This settlement was confirmed by the Secretary's letter of March 14th, 1939.

Under date of October 16th, 1940, the company paid you $300.00 - $150.00 of this to be applied against the settlement for royalties and the other $150.00 paid the last installment of the 1940 rent. The standing of the account, therefore, at the end of the 1940 year showed all rents paid but $350.00 royalties unpaid.

During 1941 $600.00 rent accrued due and no payments were made.

During 1942 a further $600.00 rent accrued due and payments totalling $675.00 were received under the following dates:

February 5, 1942.....	$150.00
March 20, 1942.....	75.00
May 6th, 1942.....	75.00
May 27th, 1942.....	75.00
July 17th, 1942.....	150.00
September 24th, 1942.....	150.00
Total.....	$675.00

At the present moment, therefore, the indebtedness of the company is $350.00 on account of royalties and $525.00 on account of rents, or $875.00 in all.

F.J.G. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B.C.

(over)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

In addition to the above there are alleged to be taxes in arrears to the City of Vancouver, and they have asked us to protect their claim, whatever that may mean. The lease recites that Cascade Holdings Limited will "also well and truly pay all taxes, charges, dues and duties whatsoever.....in respect to the aforesaid premises whether the same shall be rated or assessed to the landlord or tenant thereof".

At this point this office would like to know the relation of Mr. Barrett Lennard to Cascade Holdings Limited. In your report of November 3rd, 1941, you state that "the machinery has been seized". Does Mr. Lennard represent the company or the creditors of the company - in other words is he the company or the custodian of the company's property on behalf of the creditors.

In the view of this office there has been a breach of the covenants in the lease sufficient to warrant summary cancellation of the lease and to enable the Department as landlord to enter into possession of all buildings and machinery on the property to realize our claim against the company. It would appear to us that the City of Vancouver also has a claim for taxes, second however to our claim as landlord.

Unless Mr. Barrett Lennard is prepared to make an immediate settlement he must be advised that his lease will be summarily cancelled and that he will be restrained from making any disposition whatever of buildings or machinery on the leased property until the arrears of rents and royalties have been satisfied. If any settlement by which we have a reasonable chance of collecting the monies in arrears can be made such negotiations should be entered into only on the distinct understanding that the lease will be amended to confine it to Lot No. 4 on Burnes' plan a copy of which you enclosed with your letter of October 3rd. If the lease is to be continued we should take this opportunity to get rid of the overlap on the leasehold of the C.P. Lumber Company. This might, however, interfere with your proposed leasing arrangement with "another company covering lots 1 to 5 inclusive".

While this letter is confined almost exclusively to the Cascade Holdings lease it is designed to assist you in connection with the negotiations reported in your letter of

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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PUBLIC ARCHIVES
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CANADA

October 23rd. We would anticipate that you might have trouble reaching the hoped for conclusion as outlined in your letter and we are frankly reluctant to abandon our claim for the arrears owing by the Cascade people without giving Mr. Lennard a run for his money.

Yours truly,

D.J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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PUBLIC ARCHIVES
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CANADA

13167-82

Mr McQuinn

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
NOV 9 1942
REGISTERED

416 Federal Building,
Vancouver, B. C.
November 4th 1942.

Sir:

re: File No.13167-82 & 13167-50
Cascade Holdings Limited.

I beg to acknowledge with thanks receipt of your letter of the 29th ultimo in the above matter.

The figures shown therein are the same as in our records. I spoke to Mr.Barrett Lennard who thought they were too high, but he says he will check up and advise me in a few days, what he can do about it.

His position is that he took over the Cascade Holdings from the widow of Will Ellis, the former owner, and he has full control and can now be considered as the Cascade Holding Company.

The two parties I mentioned are still dealing with the C.P.Lumber Company with a view to taking over their lease, but yesterday I received a visit from the naval authorities saying they intended taking all the Reserve covered by the C.P.Lumber Company and Burrard Shingle Co.'s leases. This is another angle which may straighten the matter out without any action on our part. I advised the Navy that the land was under lease and they say that will not make any difference in their plans, so I presume we shall hear further in the near future.

I will report on this matter and also on what Mr.Barrett Lennard intends to do when I have definite information to give you.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

Fred J.C. Ball

(F J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TELEPHONE: PACIFIC 7361

Williams & Rae
BARRISTERS AND SOLICITORS

W. E. WILLIAMS, LL.B., K.C.
G. GORDON S. RAE
W. ENID WILLIAMS

716 Hall Building
Vancouver, B.C.

November 25, 1942.

Department of Indian Affairs,
Federal Building,
Vancouver, B. C.

Attention Mr. Ball

Dear Sirs,-

Re Lease from His Majesty the King to C. P. Lumber Mills Ltd. of a part of Seymour Creek, Indian Reserve No. 2, in the N. W. District, Province of British Columbia, described as All of Lots 1, 2, 3, 6, 7, 8 and 10 and the 25 ft. Right of Way on the Easterly boundary of said Lots 6, 7, 8 and 10 in Seymour Creek, Indian Reserve No. 2, N. W. District, Province of B. C. as the said lots and the said Right-of-way are shown upon the said Reserve signed by J. Rodger Burns, B. C. Land Surveyor, March 26th 1926 and of record number B. C. 317 in the Indian Affairs Survey Records, Department of Mines and Resources, Ottawa and subject to further terms and conditions therein set out.

We are advised that a serious dispute has arisen as to our leasehold rights over Lot 10 and the said Right-of-way, inasmuch as the McLellan Shingle Company claims they have a prior lease on this portion of the property.

This property was required for a sawmill site and without Lot 10 and the said Right-of-way, the property would be worthless for that purpose.

Under these circumstances, we must ask the Government either to confirm our Lease as good and valid as described or for a refund of all rentals paid and a termination of the Lease.

Yours truly,

WILLIAMS & RAE

Solicitors, C. P. Lumber Mills Ltd.

Per W. E. Williams

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

O... OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

A.R.T.

Department of Mines
Indian Affairs
DEC 14 1942
REGISTERED

416 Federal Building,
Vancouver, B. C.
December 8th 1942.

The Secretary, Indian Affairs Branch, Ottawa:

re: File No.13167-82

I enclose herewith a letter received from Williams & Rae, solicitors for C.P.Lumber Mills, which calls attention to the error in the lease issued to them. Nothing has been done on the Reserve by the C.P. Lumber Company since they obtained the lease. There is probably no such thing as a C.P.Lumber Company, except on paper, and I am advised that they obtained the lease for the purpose of transferring same to Japanese interests, but this fell through on account of the war.

The C.P.Lumber Company applied to transfer their lease to the Powell Lumber Company, but I believe this Company is not operating. While I have no official knowledge, I understand their affairs were in the hands of the official custodian of alien property, as they were a Japanese outfit before the war.

No doubt the C.P. Lumber Company wish to get out of this lease and, of course, they have a good opportunity of doing so on account of the mix-up with the other leases on this Reserve. Possibly the best way to end the controversy would be to refund all or part of the rentals paid, and cancel the lease.

Fred G. Ball
Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

File 13167-82

R[illegible]S AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, December 18, 1942.

14-15

Memorandum: - Mr. Cory -

We are submitting our file 13167-82. It appears that due to error, lack of survey and possibly some carelessness a couple of leases on the Seymour Creek Indian Reserve No. 2, B. C. seriously overlap each other with the result that the C.P.Lumber Company seek to take advantage of the opportunity this affords to get out from under an unwanted leasing contract.

It is perhaps fortunate that a surrender of our lease No. 506 would immediately remove any doubts there may be with respect to the other two leases, Nos. 288 and 376. Please see sketch.

C.P. Lbr. Co

The writer inclines to agree with Indian Agent Ball that the best way to end the controversy might be to cancel the C.P.Lumber Mills lease and refund rents paid. It would not appear that we could deliver to the Company possession of the property to which their lease entitles them.

Your advice would be appreciated.

D. J. Allan
Superintendent
Reserves and Trusts

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-82

Ottawa, December 18, 1942.

Memorandum: - Mr. Cory -

We are submitting our file 13167-82. It appears that due to error, lack of survey and possibly some carelessness a couple of leases on the Seymour Creek Indian Reserve No. 2, B. C. seriously overlap each other with the result that the C.P.Lumber Company seek to take advantage of the opportunity this affords to get out from under an unwanted leasing contract.

It is perhaps fortunate that a surrender of our lease No. 506 would immediately remove any doubts there may be with respect to the other two leases, Nos. 288 and 376. Please see sketch.

The writer inclines to agree with Indian Agent Ball that the best way to end the controversy might be to cancel the C.P.Lumber Mills lease and refund rents paid. It would not appear that we could deliver to the Company possession of the property to which their lease entitles them.

Your advice would be appreciated.

D. J. Allan
Superintendent
Reserves and Trusts

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

File 13167-82

Ottawa, December 24, 1942.

MEMORANDUM.

14/12

Mr. Cory,
Departmental Solicitor,-

I have your memorandum of December 19th, concerning surrender and lease, C. P. Lumber Mills, Limited, Seymour Creek Indian Reserve No. 2, New Westminster District, B. C.

According to our records all of Lots 1, 2, 3 6, 7, 8 and 10 and the twenty-five foot right of way on the east boundary of Lots 6, 7 and 10, Seymour Creek Indian Reserve No. 2, containing 7.39 acres, more or less, were covered by surrenders 1024, 1087, and 1097, and authority of Council obtained under P. C. 881 dated April 30th 1930, P.C. 452 dated February 26th 1930, and P.C. 216 dated February 9, 1928.

for D. J. Allan,
Superintendent,
Reserves and Trusts.

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

LEGAL DIVISION

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
GENERAL ADMINISTRATIVE OFFICES

OTTAWA 29th December, 1942.

Department of Mines
JAN 8 1943
REGISTERED

MEMORANDUM:

Mr. Allan.

I wish to thank you for your memorandum of the 24th instant in reply to mine of the 19th. I have read over the file carefully and I am of opinion that we can under the provisions of section 64 et seq., of the Indian Act cancel this lease as it was issued in error or mistake as the leased lands overlap other lands already leased.

With regard to refunding the rents paid it would seem to follow that if we cancelled under section 64, subsection (2) of this section would apply. The last three lines of this subsection read as follows:-

"..and annul the said sale or lease and any payments made on account of such sale or lease shall be and be deemed to have been forfeited".

The refund of rentals, of course, could be a matter of policy but I think the wording, above quoted, brings about a statutory result and I doubt whether we could get by with any refund should the auditors be aware of this provision of the Indian Act.

I am returning file 13167-50, vol. 3, as well as your file 13167-82 herewith.

Solicitor.

(and $3000.00)

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Files 13167-48
13167-88.

Copy for the information of
Major D.M. MacKay,
Indian Commissioner for B.C.,
P.O. Box 70, Vancouver, B.C.

Ottawa, January 6, 1943.

F.J.C. Ball, Esq., Indian Agent, 416 Federal Building,
Vancouver, B.C.

Re - G.P. Lumber Company, Lease No. 306,
Seymour Creek Indian Reserve No. 2.

We acknowledge your letter re the above dated December 8th, 1942, and your suggestion that we are in such a position that the only apparent solution is the cancellation of the lease and the refund of the rentals heretofore paid is noted. You can well imagine that we face this alternative with some reluctance as rents for three months totalling $3,000.00 have been received and credited to Band funds and to make so substantial a refund is a serious matter both to this administration and to the Band.

This leads us to explore other possibilities. As you will see from the enclosed plan which we would ask you to return with your reply, you will notice that the most serious overlap is on the property covered by Lease No. 376 (outlined in brown) to the Burrard Shingle Company Limited. In looking back over our files and tracing the history of this Lease No. 376, it is noted that in their original application the Burrard Shingle Company asked for "Lot 9, Seymour Creek Indian Reserve No. 2 upon which said lands the Burrard Shingle Company Limited operates a shingle mill". This application was in the form of a letter from Messrs. Walsh, Hall, Housser, Tupper, Ray and Carroll as solicitors for the applicant received by you and forwarded to this office under cover of your letter of February 14th, 1936.

It is further noted that under date of July 3rd, 1931, the district of North Vancouver in a demand for taxes describes the property occupied by Inspected Shingles Limited as "Lot 9 of the Indian Reserve". This is obviously in accordance with the plan of the Reserve B.C. 317, a blueprint of which is forwarded herewith and which you may retain on your file.

The history leading up to the issue of the Burrard Shingle Company lease leads us to hope that they occupied only

over.....

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Files 13167-48
13167-88.

Copy for the information of
Major D.M. MacKay,
Indian Commissioner for B.C.,
P.O. Box 70, Vancouver, B.C.

Ottawa, January 6, 1943.

F.J.C. Ball, Esq., Indian Agent, 416 Federal Building,
Vancouver, B.C.

Re - C.P. Lumber Company, Lease No. 506,
Seymour Creek Indian Reserve No. 2.

We acknowledge your letter re the above dated December 8th, 1942, and your suggestion that we are in such a position that the only apparent solution is the cancellation of the lease and the refund of the rentals heretofore paid is noted. You can well imagine that we face this alternative with some reluctance as rents for three months totalling $3,000.00 have been received and credited to Band funds and to make so substantial a refund is a serious matter both to this administration and to the Band.

This leads us to explore other possibilities as you will see from the enclosed plan which we would ask you to return with your reply. You will notice that the most serious overlap is on the property covered by Lease No. 376 (outlined in brown) to the Burrard Shingle Company Limited. In looking back over our files and tracing the history of this Lease No. 376, it is noted that in their original application the Burrard Shingle Company asked for "Lot 9, Seymour Creek Indian Reserve No. 2 upon which said lands the Burrard Shingle Company Limited operates a shingle mill". This application was in the form of a letter from Messrs. Walsh, Bull, Housser, Tupper, Ray and Carroll as solicitors for the applicant received by you and forwarded to this office under cover of your letter of February 14th, 1935.

It is further noted that under date of July 3rd, 1931, the district of North Vancouver in a demand for taxes describes the property occupied by Inspected Shingles Limited as "Lot 9 of the Indian Reserve". This is obviously in accordance with the plan of the Reserve B.C. 317, a blueprint of which is forwarded herewith and which you may retain on your file.

The history leading up to the issue of the Burrard Shingle Company lease leads us to hope that they occupied only

over.....

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

Lot 9 and that by some inadvertence or carelessness the ancient metes and bounds description possibly taken from a permit of occupation originally issued to former lessees found its way "in error" into the Burrard Shingle Company Lease No. 376.

Possibly an examination on the ground would disclose that only Lot 9 is used or is essential to the Burrard Shingle Company in the conduct of their business. Should such be the case the Company might submit to an amendment of their lease to confine it to Lot 9 leaving Lot 10 and the right-of-way available to the C.P. Company under its Lease No. 506.

If this could be arranged then some similar arrangement might then be made with the Cascade people thus curing the overlap and assuring to the C.P. Company the full control and use of the land they contracted for. This would save not only the rents already received but the future profits as well flowing from the lease to the Indians of the Band. Will you please take this matter up immediately with the Burrard Shingle Company and report promptly as to whether or not this submission holds out any hope of our being able to effect a settlement.

In dealing with the Burrard Shingle Company you might remind them that they have been generously treated as we voluntarily cut their rent from $750 a year to $500 a year when they felt they were overtaxed due to the fire that destroyed their plant some years ago.

D.J. Allan,
Superintendent,
Reserves and Trusts.

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

November 25, 1942.

Department of Indian Affairs,
Federal Building,
Vancouver, B. C.

Attention Mr. Ball.

Dear Sirs:-

Re: Lease from His Majesty the King to C. P. Lumber Mills Ltd. of a part of Seymour Creek, Indian Reserve No. 2, in the N. W. District, Province of British Columbia, described as All of Lots 1, 2, 3, 6, 7, 8 and 10 and the 25ft. Right of Way on the Easterly boundary of said Lots, 6, 7, 8 and 10 in Seymour Creek, Indian Reserve No. 2, N. W. District, Province of B. C. as the said lots and the said Right-of-way are shown upon the said Reserve signed by J. Rodger Burns, B. C. Land Surveyor, March 26th 1926 and of record number B. C. 317 in the Indian Affairs Survey Records, Department of Mines and Resources, Ottawa and subject to further terms and conditions therein set out.

We are advised that a serious dispute has arisen as to our leasehold rights over Lot 10 and the said Right-of-way, inasmuch as the McLellan Shingle Company claims they have a prior lease on this portion of the property.

This property was required for a sawmill site and without Lot 10 and the said Right-of-way, the property would be worthless for that purpose.

Under these circumstances, we must ask the Government either to confirm our Lease as good and valid as described,or for a refund of all rentals paid and a termination of the Lease.

Yours truly,

WILLIAMS & RAE
Solicitors, C.P. Lumber Mills Ltd.

Per W. E. Williams.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-82.

TELEPHONE: PACIFIC 7361

Williams & Rae
BARRISTERS AND SOLICITORS

W. E. WILLIAMS, LL.B., K.C.
G. GORDON S. RAE
W. ENID WILLIAMS

716 Hall Building
Vancouver, B.C.

February 11, 1943.

The Department of Natural Resources,
Indian Affairs Branch,
Ottawa, Ontario.

Department of Mines & Resources
FEB 17 1943
REGISTERED

Dear Sirs:-

Re: Indian Department and
re: C. P. Lumber Mills Limited.

I enclose a copy of a letter mailed to the Indian Agent at Vancouver. However, we have not heard anything from the Indian Agent and our clients are desirous of having this matter disposed of. They cannot use this property without the water front lot in question and as they acquired the property purely for a sawmill site, we request a refund of the rentals paid and cancellation of the Lease.

This is without prejudice.

Yours truly,

WILLIAMS & RAE

per

WEW:G
Enclosure.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-82

OFFICE [redacted] THE
INDIA . . ' ENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Vancouver

416 Federal Building,
Vancouver, B. C.
April 5th 1943.

APR 12 1943

Indian Affairs Branch, Ottawa:

re: File No.13167-82

Replying to your letter of the 23rd February, I am unable to find out definitely what has happened to the Burrard Shingle Company. They have no telephone, registered office or mill. A party named Brocklehurst, of North Vancouver, was connected with the Company and he advised me that the Company still 'existed on paper'. I have no doubt that McLellan of the Capilano Shingle Company has entire control and probably is keeping the Burrard Shingle Company name alive because of the lease on the Reserve.

The C.P.Lumber Company mentioned in the last paragraph of your letter has never made the slightest use of their lease in the two years they have had it, whereas another company obtained a lease this year, and is already working on war contracts. The C.P.Lumber Company expected to take over some Japanese sawmills which scheme fell through, and now to get this rental returned to them they are using the excuse that Lot 10 was already leased to another paprty, although Lot 10 is only a small portion of their lease.

Fred Ball
Indian Agent.

B/DH.

The Company referred to has no "Key" to the leasehold.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

OFFICE [redacted] THE
INDIA . . ENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Jun M Simmons

Department of Mines and Resources
APR 12 1943
REGISTERED

416 Federal Building,
Vancouver, B. C.
April 5th 1943.

Indian Affairs Branch, Ottawa:

re: File No.13167-82

Replying to your letter of the 23rd February, I am unable to find out definitely what has happened to the Burrard Shingle Company. They have no telephone, registered office or mill. A party named Brocklehurst, of North Vancouver, was connected with the Company and he advised me that the Company still 'existed on paper'. I have no doubt that McLellan of the Capilano Shingle Company has entire control and probably is keeping the Burrard Shingle Company name alive because of the lease on the Reserve.

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Fred J Ball
Indian Agent.

B/DH.

The Company refers to lot 10 as the "key" to the leasehold.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TELEPHONE: PACIFIC 7361

Williams & Rae
BARRISTERS AND
SOLICITORS

W. E. WILLIAMS, LL.B., K.C.
G. GORDON S. RAE
W. ENID WILLIAMS

716 Hall Building
Vancouver, B.C.

13167-82

APR 19 1943
REGISTERED

April 12, 1943.

The Department of Natural Resources,
Indian Affairs Branch,
Ottawa, Canada.

Dear Sirs:

Re: C. P. LUMBER MILLS LIMITED and
Re: Lease from His Majesty the King to C.P. Lumber Mills Ltd. of a part of Seymour Creek, Indian Reserve No. 2, in the N.W. District, Province of British Columbia, described as All of Lots 1, 2, 3, 6, 7, 8 and 10 and the 25 ft. Right-of-Way on the Easterly boundary of said Lots 6, 7, 8 and 10 in Seymour Creek, Indian Reserve No. 2, N.W. District, Province of B.C. as the said lots and the said Right-of way are shown upon the said Reserve signed by J. Rodger Burns, B.C. Land Surveyor, March 26th. 1925 and of record number B.C. 317 in the Indian Affairs Survey Records, Department of Mines and Resources, Ottawa and subject to further terms and conditions therein set out.

On February 11th. we wrote you in regard to this matter but have not heard from you nor have we heard from the Indian Agent here.

Inasmuch as other parties appear to have a prior title to Lot 10, Indian Reserve No. 2, North Vancouver, B.C. which is the water front Lot and is the key to the property, we hereby request the refund of the money paid and cancellation of the Lease to C.P. Lumber Mills Limited.

This matter is urgent and we must have it cleared up one way or another at the earliest possible date.

Yours truly,

WILLIAMS & RAE

PER: W E Williams

WEW/W

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

LEGAL DIVISION

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
GENERAL ADMINISTRATIVE OFFICES

Department of Mines & Resources
JAN 8 1943
REGISTERED

OTTAWA 19th December, 1942.

MEMORANDUM:

Mr. Allan.

Please see your memorandum of the 18th instant on file 13167-82 herewith, outlining difficulties with regard to leases issued and overlapping in description.

I gather on reading the file that the lands under lease are unsurrendered portions of the Indian Reserve. It is noted that the Squamish Indian Council passed a resolution on May 26th offering the C.P.Lumber Mills, Limited, a lease for 20(acres)at (years) $1500.00 annually for the first five years increasing "by $250.00 every five years for a total of 20 years".

Other than the resolution there would not appear to be any authority for the issue of the said lease. In this connection I would direct your attention to the first paragraph of Section 50 and Section 54 of the Indian Act. Would you be good enough to advise me if a surrender was obtained from the Indians in accordance with the Act prior to the issue of the lease and, also, whether the authority of Council was obtained therefor as provided in said Section 54.

When you return this file would you be good enough to also forward file 13167-50 and the file containing the memorandum to Mr. Jackson of the 3rd October last. This memorandum probably will appear on the file that I am now requesting.

Solicitor.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy for file 13167-48

File 13167-82

Ottawa, September 14, 1943.

Memorandum:

Re C.P.Lumber Mills Limited

Under date of June 10, 1941, C.P.Lumber Mills Limited applied for a lease for 20 years starting at $1500.00 per annum, covering the property described as Lots 1,2,3,6,7,8, and 10 and a 25 foot strip along the east side of Lots 6,7,8 and 10, as shown on the plan of Seymour Creek Indian Reserve No. 2 of record in the surveys office as No. 317. To this property they were eventually given a lease No. 506, dated 15th August 1941. Under date of September 17th, C.P.Lumber Mills Ltd., applied for permission to assign their lease to the Powell Lumber and Fuel Company Ltd.

At this time Indian Agent Bell drew the attention of this office to an overlapping in the leases to this Company and the lease to the Burrard Shingle Company both covering Lot 10 in the subdivision. Examination of the records confirmed the overlapping.

Under date of November 25th 1942, Williams and Rae, solicitors for the C.P.Lumber Mills demanded cancellation of the lease and the return of two years' rental amounting to $3,000.00 paid thereunder as we could not deliver the land we leased to them and without Lot 10, which they claim to be the water lot, the property they leased is useless t o them. On December 24th the file was referred to the solicitors whose reply is on file, under date of December 29th. Under date of February 11th the Company's solicitors again requested the return of the money and under date of April 12th they again requested that the matter receive attention. No decision has been reached.

(over)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

Question No. 1 - Is the Company entitled to a cancellation of the leasing agreement and to a return of rentals already paid ($3,000.00), due to the fact that part of the property leased to them was already under lease to another party?

Question No. 2 - If we could now correct the Burrard Shingle Company's lease deleting Lot 10 could we hold the C.P. Lumber Company to their contract? They would no doubt urge that their inability to secure Lot 10 for their purposes at the time the contract was made made it impossible for them to proceed as planned; that they have suffered damage and have the right to elect to accept cancellation of the contract in lieu of specific damages.

D. J. Allan
Superintendent
Reserves and Trusts

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

File 13167-82

B[illegible] AND TRUSTS

CANADA

DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, September 14, 1943.

Memorandum:

Re C.P.Lumber Mills Limited

Under date of June 10, 1941, C.P.Lumber Mills Limited applied for a lease for 20 years starting at $1500.00 per annum, covering the property described as Lots 1,2,3,6,7,8, and 10 and a 25 foot strip along the east side of Lots 6,7,8 and 10, as shown on the plan of Seymour Creek Indian Reserve No. 2 of record in the surveys office as No. 317. To this property they were eventually given a lease No. 506, dated 15th August 1941. Under date of September 17th, C.P.Lumber Mills Ltd., applied for permission to assign their lease to the Powell Lumber and Fuel Company Ltd.

At this time Indian Agent Ball drew the attention of this office to an overlapping in the leases to this Company and the lease to the Burrard Shingle Company both covering Lot 10 in the subdivision. Examination of the records confirmed the overlapping.

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(over)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

Yes. to not

Question No. 1 - Is the Company entitled to a cancellation of the leasing agreement and to a return of rentals already paid ($3,000.00), due to the fact that part of the property leased to them was already under lease to another party?

No

Question No. 2 - If we could now correct the Burrard Shingle Company's lease deleting Lot 10 could we hold the C.P. Lumber Company to their contract? They would no doubt urge that their inability to secure Lot 10 for their purposes at the time the contract was made made it impossible for them to proceed as planned; that they have suffered damage and have the right to elect to accept cancellation of the contract in lieu of specific damages.

D. J. Allan
Superintendent
Reserves and Trusts

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

File 13167-82
13167-48
13167-50

Ottawa, September 14, 1943.

Major D. M. MacKay, Indian Commissioner, Vancouver, B. C.

Re Seymour Creek Indian Reserve No. 2

There are three leases on the above Reserve which have caused Indian Agent Ball and this office a great deal of concern for many months. A conference has just been concluded with respect to the various problems attended by a representative of the Surveyor General's office, the Departmental Solicitor and officers of this service in an attempt to reach some conclusion as to the facts surrounding these three leases and what should be done to solve the administrative problems which they jointly and severally present. It is the writer's purpose to attempt to place the facts as we find them before you and to obtain your assistance and advice.

Re: Surrenders

In the first place we have found that by successive surrenders all of the Reserve south of the Burrard Inlet Tunnel and Bridge Company's right-of-way with the exception of Lot 9 has at some time or other been surrendered. There are four separate surrenders. We can find no evidence anywhere that Lot 9 has ever been surrendered and if the local Indian Agent's office has any record of such a surrender please have him produce it to this office.

As the Indian Agent will confirm all three current leases overlap and this will be the subject of later comment.

Re Lease No. 288 to the Cascade Holding Company.

This lease is dated October 1st, 1932, and covers three parcels of land described by metes and bounds. The first parcel of 5.7 acres lies north of the right-of-way

(over)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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PUBLIC ARCHIVES
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CANADA

which parcel was properly surrendered. The second parcel was described by metes and bounds and covers lands shown on the official plan No. 317 appearing thereon as all of Lot 4 and apparently part of Lots 3, 6 and 11 and also part of a 25 foot strip which runs along the end of Lots 6, 7 and 8 and the side of Lot 10. The third parcel is a couple of gravel banks elsewhere.

The Company is in default in payment of its rental and has made no payment whatever since the one received here under date of September 24, 1942. Indian Agent Ball recommends cancellation of the lease and as he knows the local situation as to the company's affairs he is probably right. This means however a loss of rent arrears of over $900.00 charged against the Company on our books but even at that cost it may be the course of wisdom and of necessity to clean it up by cancellation. On this point, will you please make some enquiry and let us have your report along the following lines:

(a) Are there any assets of the company that appear attachable to make the rent arrears?

(b) Are there any improvements of value on the property which we could either attach or which would revert on cancellation that would compensate the Band for the loss of rents?

(c) Is there any possibility of again leasing the property to compensate the Band for the loss of future rents which the company would have to pay?

(d) Do you see any practical solution other than cancellation as recommended by Indian Agent Ball?

Re Lease No. 376, to the Burrard Shingle Company

This lease is dated August 2, 1935 and covers a parcel of land described by metes and bounds taking in part of the 40 foot strip along Seymour Avenue, the south part of Lot 9 and the south part of Lot 10, extending, according to our records, out into the water channel. In this connection

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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we are enclosing copy of a letter addressed to Indian Agent F.J.C.Ball,(dated January 6, 1943) to which we have never received a complete reply in the following respects:

Indian Agent Ball has not advised us whether or not the part of Lot 10 covered by the lease is essential to the Burrard Shingle Company. He has not been able to ascertain whether or not this company, or their present representatives, would be content to give up Lot 10 which is also included in the C.P. Company's lease mentioned hereafter.

Mr. Ball states that the Burrard Shingle Company got twice the property that it was intended to give them. We are not certain that this is true nor can we be entirely certain as the officer who negotiated the lease with the local legal agents of the Capilano Shingle Company is no longer with the Department. It does appear on the face of it that the Company asked to lease Lot 9. On the other hand in the same letter they mention as the property they wish to acquire the property "upon which said lands the Burrard Shingle Company Limited operates a shingle mill". (See letter Mr. Ball's file dated February 5th, 1935). The property on which the Burrard Shingle Company operates a shingle mill was a property under permit to George Whelen under date of July 2, 1926, and in that permit the property was described substantially as in the present lease. The same description is also contained in a resolution of the Band passed at the regular meeting of the Squamish Council on August 24th, 1925. Our files would indicate that the leasing arrangement was concluded through a firm of Ottawa lawyers representing the Capilano Shingle Company and it may well be that in the conversations the land described in the lease was in fact the land the Company applied for. It does seem anomalous that with a registered plan of record in the Surveyor's office a metes and bounds description should be used.

In this connection our solicitor expresses the view that if the Burrard Shingle Company, or their successors in title, insist on retaining possession of the exact land described in their lease we will have to abide by it. On the other hand if they are not using Lot 10 and do not require it for their business they might be willing to take Lot 9 and the 40 foot strip to Seymour Avenue under an amended lease, thus releasing Lot 10 for other disposition. You might ascertain from them what they are willing to do in this connection.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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In connection with this lease there is another problem. The lease provides for payment of $575.00 per year from and after 25th May, 1940. On March 4th, 1941, Agent Ball reported that the mill had been burned and recommended that the rent continue at the rate fixed for the first five years of $500.00 per year. On his recommendation this was agreed to and under date of March 18th, Indian Agent Ball was advised that the rental should continue at $500.00 per annum for a limited time. The letter went on to say "We shall hope however that the Company will find it possible in the near future to reconstruct their mill and in that event the rentals as set forth in the lease will necessarily have to be paid". Our solicitor expresses the view that this letter fixes the rent at $500.00 per annum until the Company rebuilds.

This office concurs in the position taken by Indian Agent Ball that the Company should pay more and that they should in fact resume payments at $575.00 per annum for the balance of the second five year period and be prepared to pay the rent provided in the lease of $650.00 for the third five years and $750.00 for the last five years of the term. Possibly you and Agent Ball can conclude such an arrangement with the Company and the attempt should in our judgment be made.

There is a further apparent irregularity in connection with this lease in that Lot 9 has never been surrendered. This could of course be cured by obtaining a surrender of Lot 9 at the earliest opportunity.

<u>Re Lease No. 506 to the C.P. Lumber Company</u>

This Company entered into a lease covering Lots 1,2,3,6,7,8 and 10 and a 25 foot strip along the east side of Lots 6,7,8 and 10, under date of August 15, 1941. This lease constitutes our major problem of the three.

On the land covered by this lease there are two serious encroachments. The first is the encroachment by the Cascade Holding Company under their lease above referred to. The second and more serious one is the encroachment by the Burrard Shingle Company's lease over Lot 10.

This Company through their solicitors Messrs. Williams and Rae, 716 Hall Bldg., Vancouver, demand cancel-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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PUBLIC ARCHIVES
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lation of their leasing arrangement and the return to them of rentals paid in the amount of $3,000.00. They claim that prior to the issue of the lease we had already disposed of Lot 10 "which is the water front lot and is the key to the property". On reference to our solicitor, he replies that he does not see how we can avoid the refund of the rents and the cancellation of the lease demanded by the Company. We thus stand to lose not only the $3,000.00 which we have to refund, but the future benefits under the lease for 18 years, which together total $30,000.00. This as you will see is serious, and the loss of this revenue to the Band will we anticipate have local repercussions.

Will you please go into this whole question with Indian Agent Bell, try to agree on some practical solution to the problem and forward your recommendations to this office.

It is quite frankly admitted that these matters have not been well handled by this office, but that is water under the bridge. The problem now is to make the best of a bad job and we are in hopes that you may be able to lend us some assistance. It may not come well from this office in the circumstances to ask you to give the matter immediate attention but it should not be allowed to again become cold and if there is any practical solution to the various problems raised it should be done immediately.

D. J. Allen
Superintendent
Reserves and Trusts

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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PUBLIC ARCHIVES
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CANADA

13167-82

Ottawa, October 25, 1943.

EX'D. EX'D.

F.J.C. Hall, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

On reviewing the leases in your agency as at October 25, 1943, it is noted that the following are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since
43	13167-51	208	Mrs. Gloriee Macauley	40.00	1/8/43
61	13167-90	288	Cascade Holdings Ltd.	1,125.00	1/1/42 - 75.00
					1/4/42 - 150.00
					1/7/42 - 150.00
					1/10/42 - 150.00
					1/1/43 - 150.00
					1/4/43 - 150.00
					1/7/43 - 150.00
					1/10/43 - 150.00
165	13167-82	306	C. P. Lumber Mills Ltd.	1,500.00	15/8/43
167	13167-78	Easement	Pacific Shingle Company	100.00	1/1/43

It would be appreciated if you would forward individual reports in connection with each of these leases at your earliest convenience.

L. W. McCutcheon,
Chief Treasury Officer.

EB/EN

B.F. ~~15-12-43~~
~~16-2-44~~
15.5.44

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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13167-82

EX'D.

EXTRACT FROM INDIAN AGENT'S LETTER OF NOVEMBER 4, 1943, ON FILE 13167-1

"Accounts 61 and 165 are being dealt with by the Indian Commissioner's office."

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-82

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO. 33-14-8576
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C. Dec. 1, 1943.

Department of Mines & Resources
DEC 3 1943
REGISTERED

EX'D.

AIR MAIL

Indian Affairs Branch, Department of Mines & Resources, Ottawa.

Your File 13167-82, 13167-48, 13167-50

I have to refer to your letter of September 14, 1943, regarding leases on Seymour Creek I.R. No. 2, Vancouver Indian Agency, and, in the meantime, wish to advise as follows as a result of a perusal of the files in this office and that of Mr. Indian Agent Ball.

The records do not show any formal surrender of Lot 9. Mr. Ball is of the opinion, however, that the Squamish Indian Council resolution dated November 18, 1925, agreeing to lease 200 feet to Mr. George Whalen and which provides for the cancellation of the resolution of August 24, 1925, constitues a surrender of Lot 9. I doubt if this is so, but should like to have the Department's views on this point.

Lease No. 288 - Cascade Holding Company

The replies to your questions regarding this lease are as follows:-

A. No - No attractive assets
B. No - No improvements to report on case.
C. No - No prospects of recovering the property if cancelled
D. Cancellation of the lease appears to be the only practical course open to us.

Lease No. 376 - Burrard Shingle Company

Terms of present lease unauthorized leases in error. Try and get the Co to amend or accept a substitute.

From the information so far secured, I should say that the part of Lot 10 covered by this lease is not essential to this Company as they have the water frontage used by their predecessors,

(over)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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Mr. George Whalen and the Inspected Shingles Company, Limited.

The records indicate very clearly that the land under permit to Mr. George Whalen and subsequently transferred to Inspected Shingles, Limited, was Lot 9. It is correct that the resolution of the Squamish Council dated August 24, 1925, did approve of the application of George Whalen for a lease of 400 feet by about 220 feet at a rental of $1,000.00 per annum for a period of five years. This resolution was, however, cancelled by resolution of the Squamish Band dated November 18, 1925, in which is set out an alternative offer by the Council to lease 200 feet at $500.00 per year for a period of five years instead of the 400 feet originally applied for by Mr. Whalen. Mr. Whalen was, evidently, satisfied with this and there is nothing to indicate that he claimed or used any area outside the limits of Lot 9. Moreover, so far as I have been able to ascertain, the Department did not have the consent of the Band to lease Lot 10 to the Burrard Shingle Company and was, therefore, not at liberty to include the parcel in the lease to this Company or their successors. If this position is a sound one to take, it follows that the C.P. Lumber Company were at liberty to use Lot 10, which parcel was included in their Lease No. 506, and there was no legal obstacle in the way of their doing so. There is nothing to show that the C.P. Lumber Company was prevented at any time from using Lot 10. However, before approaching the solicitors of the C.P. Lumber Company, I should appreciate your reaction to this opinion and any further advice you consider may be of assistance to us in discussing the matter with them.

D.M. MacKay,
Indian Commissioner for B.C.

/KT

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-82

COPY
ORIGINAL ON
File 13167-50

Mr McLennan

416 Federal Building,
Vancouver, B.C.
June 20th, 1944.

Indian Affairs Branch, Ottawa.

re: Files No. 13167-82 and 13167-50
Cascade Holdings Ltd.
C.P. Lumber Mills Ltd.

In November, 1942, there was correspondence between us in the above leases.

The Narrows Lumber Company wished to lease Lot 4 on Seymour Creek (Squamish No. 2) Reserve, and are waiting for it as their business is expanding and their Lot 5 is too small.

Can some decision be arrived at soon, please? We are losing rental while the matter is left in abeyance.

Fred J.C. Ball,
Indian Agent.

Department of Mines & Resources
Indian Affairs Branch
JUN 23 1944
REGISTERED

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-82

Ottawa, September 11, 1944.

F.J.C. Ball, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

On reviewing the leases in your agency as at September 11, 1944, it is noted that the following are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since
43	13167-51	208	Phyllis M. McGuinness	40.00	1/8/44
44	13167-51	209	Mrs. Margaret Prince	20.00	1/8/44
49	13167-51	234	Basil Nicholson	20.00	1/8/44
56	13167-55	273	E.M. Eddie & Sons	75.00	15/8/44
61	13167-50	288	Cascade Holdings Ltd.	1,575.00	1/1/42 - 75.00
					1/4/42 - 150.00
					1/7/42 - 150.00
					1/10/42 - 150.00
					1/1/43 - 150.00
					1/4/43 - 150.00
					1/7/43 - 150.00
					1/10/43 - 150.00
					1/1/44 - 150.00
					1/4/44 - 150.00
					1/7/44 - 150.00
115	13167-15	404	Lum Chong	100.00	1/10/42
118	13167-64	Permit	Song Pulp Co. Ltd.	125.00	2/1/44
146	13167-40	"	Giroday & Co.	40.00	1/8/44
147	13167-66	"	Oscar Niemi Logging Co.	120.00	1/4/44
161	13167-66	"	" " " "	25.00	1/4/44
165	13167-82	506	G.P. Lumber Mills Ltd.	3,000.00	15/8/43 - 1,500.00
					15/8/44 - 1,500.00
167	13167-78	Easement	Pacific Shingle Co.	100.00	1/1/44
171	13167-73	Permit	Dept. of National Defence (Army)	650.00	1/6/44

EX'D A

It would be appreciated if you would forward individual reports in connection with each of these lessees at your earliest convenience.

L. W. McCutcheon,
Chief Treasury Officer.

EB/RR

FILE NOT AVAILABLE - HANDED TO RECORDS TO BE PLACED ON FILE.

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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CANADA

Mr. McCommon
This letter was written in reply to our communication of Sept 11th
26.9.44

OFFICE OF INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
Sept. 18th 1944.

Chief Treasury Officer,
Indian Affairs Branch, Ottawa.

re: Account No.165, File No.13167-82, Lease 506
G. P. Lumber Mills Ltd.

With regard to the above, this matter was taken out of my hands and has been hanging fire ever since.

The delay in making some settlement is preventing us from leasing other lots on this Reserve, with consequent loss of revenue.

I have heard nothing about what you intend to do in the C.P.Lumber Mills matter. This was evidently a holding company, as there are no mills operating under that name. While I cannot definitely say so, I have heard on good authority that it was Japanese money which paid the first year's rent.

Cannot this matter be brought to a conclusion, please?

Jack L. Ball
Indian Agent

B/DH.

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

FILE NOT AVAILABLE

RECORDS: PLEASE PLACE ON FILE.

F. 13167-82

Ottawa, August 16, 1945.

F.J.C. Ball, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

On reviewing the leases in your agency as at August 16, 1945, it is noted that the following are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since
14	13167-29	151	Union Estates Ltd.	100.00	1/7/45
135	13167-67	455	Columbia Power Co.	75.00	1/7/45
147	13167-66	Permit	Oscar Niemi Logging Co.Ltd.	120.00	1/4/45
159	21167-18	"	August Crucil	50.00	1/6/45
161	13167-66	"	Oscar Niemi Logging Co.Ltd.	25.00	1/4/45
165	13167-82	506	C. P. Lumber Mills	3,000.00	15/8/43 - 1,500.00 15/8/44 - 1,500.00
167	13167-78	easement	Pacific Shingle Co.	100.00	1/1/45
180	13167-64	Permit	Sorg Pulp & Paper Co.	500.00	1/5/45

It would be appreciated if you would forward individual reports in connection with each of these lessees at your earliest convenience.

L. W. McCutcheon,
Chief Treasury Officer.

KB/MN

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

Wm McBrennan

We show arrears of rental amounting to $4500.00 on lease (No. 106) in favour of the G. P. Lumber Mills Ltd as follows:

15.8.43 - $1500.00
15.8.44 - $1500.00
15.8.45 - $1500.00

In this connection see Agt. Ball's letter of Sept. 29/45 herewith.

[illegible] 10.10.45

B.A. 1.12.45

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
Sept. 29th 1946.

Chief Treasury Officer,
Indian Affairs Branch, Ottawa.

re: File No. 13167-82

With reference to your notice re outstanding rental under Account No.165, C.P.Lumber Mills, the Company has never used the property and attempted to obtain a refund of what they had already paid in.

This permit should be written off.

Indian Agent

B/DH.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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CANADA

13167-82

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Mr McLennan

416 Federal Building,
Vancouver, B. C.
Jan. 24th 1946.

Indian Affairs Branch, Ottawa.

re: File No.13167-82
Lease No.506

With reference to this C.P. Lumber lease, no rental has been paid since August 19, 1942 when we received $1500 covering period to August 15th 1943.

I cannot locate any such firm as the C.P. Lumber Company and they have never operated. My information at the time the lease expired was that the name covered Japanese operators.

Today I received an application to lease Lots 1, 2, 3, 6, 7, and 8 from the Narrows Lumber Company, which already leases Lots 4 and 5, This Company is operating and needs more room. They have been trying to get Lots 1 to 8 for some time and their offer is $1200 for the first 5 years and $1500 for the second 5 years, payable monthly.

We are losing money leaving the Reserve idle and I think the C.P. Lumber Co. lease can be considered as expired, no rental having been received for over 3 years.

Your instructions at an early date will be appreciated.

Indian Agent

Graham
Allison

B/DH.

Department of Mines & Resources
Indian Affairs Branch.
JAN 30 1946
REGISTERED

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

G. V. 608

987/32-7-2-3
Vol. 1

File No. 13167-82.

Lease No. 506.

Department of Mines and Resources,

Indian Affairs Branch,

Ottawa, February 13, 1946.

WHEREAS on August 15, 1941, a lease issued in favour of the C. P. Lumber Mills Limited, of the City of Vancouver, in the Province of British Columbia, covering Lots 1, 2, 3, 6, 7, 8 and 10, and a 25-foot right of way, in Seymour Creek Indian Reserve No. 2, Province of British Columbia, for a term of twenty years from the 15th day of August, 1941.

AND WHEREAS rental under the said lease has been paid up to August 14, 1943, since which date the lessees have defaulted in the payment of rental.

NOW THEREFORE by and in virtue of the powers and duties vested in the Minister of Mines and Resources by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease.

Acting Deputy Minister of Mines and Resources.

Vancouver Agy - Acct. 165

Cancellation noted

27. 3. 46

Cancellation noted

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

Ottawa, February 19, 1946.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver, B.C.

I wish to refer to your letter of January 24th last, regarding the C. P. Lumber Company lease on Seymour Creek Indian Reserve No. 2.

The lease has been cancelled and the Surveys Branch asked to prepare a description covering Lots 1, 2, 3, 6, 7 and 8, in order that we might prepare a lease in favour of the Narrows Lumber Company. I presume it would be in order to date the lease from March 1, 1946.

for D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

Ottawa, February 19, 1946.

MEMORANDUM:

Mr. F. H. Peter
Surveyor General

I am enclosing Branch File No. 13167-82.

It would be appreciated if you would have a description for lease prepared covering Lots 1, 2, 3, 6, 7 and 8, Seymour Creek Indian Reserve No. 2, as shown on plan B.C.317.

for D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

21583.

Ottawa, February 27, 1946

Description of certain portions of Seymour Creek Indian Reserve No.2 in New Westminster District, B.C., for the purpose of a lease.

The whole of lots one, two, three, six, seven, and eight in Seymour Creek Indian Reserve number two, New Westminster District, Province of British Columbia, as the said lots are shown upon a plan of the said reserve signed by J. Rodger Burnes, British Columbia Land Surveyor, on the twenty-sixth day of March, one thousand nine hundred and twenty-six, of record number B.C. three hundred and seventeen in the Indian Affairs survey records, Department of Mines and Resources, Ottawa, the said land being subject to the permit granted in departmental letter dated the thirteenth of April, nineteen hundred and thirty-eight to the Vancouver Harbour Commissioners, allowing them to retain their spur line as then located "during pleasure", and as the said spur line is shown upon plan R.R. two thousand two hundred and eighty-nine in the said Indian Affairs survey records.

J. D. Bradley

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

21583.

Ottawa, February 27, 1946

Description of certain portions of Seymour Creek Indian Reserve No.2 in New Westminster District, B.C., for the purpose of a lease.

The whole of lots one, two, three, six, seven, and eight in Seymour Creek Indian Reserve number two, New Westminster District, Province of British Columbia, as the said lots are shown upon a plan of the said reserve signed by J. Rodger Burnes, British Columbia Land Surveyor, on the twenty-sixth day of March, one thousand nine hundred and twenty-six, of record number B.C. three hundred and seventeen in the Indian Affairs survey records, Department of Mines and Resources, Ottawa, the said land being subject to the permit granted in departmental letter dated the thirteenth of April, nineteen hundred and thirty-eight to the Vancouver Harbour Commissioners, allowing them to retain their spur line as then located "during pleasure", and as the said spur line is shown upon plan R.R. two thousand two hundred and eighty-nine in the said Indian Affairs survey records.

J. D. Bradley

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ADDRESS REPLY TO:
HYDROGRAPHIC AND MAP SERVICE

QUOTE FILE 21583.

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH
Labelle Bldg.
OTTAWA

Department of Mines & Resources
Indian Affairs Branch
MAR 25 1946
REGISTERED

February 27,1946

Memorandum:

D.J. Allan, Esq.,
Indian Affairs Branch.

Re: Description for lease covering lots 1,2,3, 6,7, and 8, Seymour Creek I.R. No.2, B.C.

In compliance with your memorandum of February 19, file 13167-82, we enclose herewith description in duplicate, covering the lands listed above in Seymour Indian Reserve No.2.

Considerable correspondence exists on your files 13167-50, 13167-82 and 22167-3, V.N.Y. relevant to a spur line for which a permit was granted by the Department to the Vancouver Harbour Commission on April 13th, 1938; you will observe that the lands in our description have been made subject to this permit. In this connection your attention is referred to letter dated March 1st, 1945, file 13167-50, wherein you will further observe that the National Harbour Board intends to remove the rails from the spur line, although the Department and the Indians had previously objected to this action. Your files apparently carry no further correspondence relevant to this matter. In view of this situation we have made the lands as described in the enclosed description subject to the aforementioned permit.

Your files 13167-50, 13167-82 and 22167-3 V.N.Y. are returned herewith.

Encls.

F.H. Peters,
Surveyor General, and
Chief, Hydrographic Service.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(163)

208

13167-32

Ottawa, March 20, 1946.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver, B.C.

Further to our letter of February 19th last, we are enclosing herewith a draft lease in triplicate, in favour of The Narrows Lumber Company, covering Lots 1, 2, 3, 6, 7 and 8, Seymour Creek Indian Reserve No. 2, for a term of five years from March 1, 1946, renewable for a further term of five years.

Please have this lease signed by the proper officials of the Company and then return the three copies for final execution.

for D. J. Allan,
Superintendent,
Reserves and Trusts.

Encls. 3

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE_____

Mr McCrimmon

416 Federal Building,
Vancouver, B. C.
Apr. 5th 1946.

Indian Affairs Branch, Ottawa.

re: File No. 13167-82

I am returning herewith draft lease in triplicate in favour of the Narrows Lumber Company, covering Lots 1, 2, 3, 6, 7 and 8, Squamish I. R. No. 2 (Seymour Creek). The Company has signed the lease and it is being returned for the Department's completion.

The Company has paid the first two months' rental and this will be forwarded with the next revenue return.

D. Heelas
for Indian Agent

DH.

Encls.

Lease entered
Folio 172
Vol 6.
Lease No. 588

Department of Mines & Resources
Indian Affairs Branch
APR 9 1946
REGISTERED

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

308

(2) Remarks
(3) Keith Burke

Ottawa, April 18, 1946.

J. D. Caldwell, Esq., In Charge Vancouver Indian Agency,
Vancouver, B. C.

I am returning herewith for the usual disposition the duplicate and triplicate copies of Lease No. 588, issued in favour of The Narrows Lumber Company, and covering Lots 1, 2, 3, 6, 7 and 8, Seymour Creek Indian Reserve No. 2.

for D. J. Allan,
Superintendent,
Reserves and Trusts.

Encls. 2

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82

Ottawa, August 21, 1946.

EXD.

H. E. Taylor, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B.C.

On reviewing the leases in your agency as at August 21, 1946, it is noted that the following are in arrears of rentals:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since
12	13167-42	141	Albert Le Cam	25.00	18.5.46
14	13167-29	151	Union Estates Ltd.	200.00	1.7.45 - 100.00 1.7.46 - 100.00
15	13167-42	157	D. W. Martin Bone	25.00	18.5.46
70	13167-42	308	Wilfred E. Baxter	15.00	18.5.46
136	13167-42	462	W.E. Baxter & L.M. Reid	7.50	18.5.46
172	13167-86	516	Oscar Niemi Ltd.	100.00	1.2.46
173	13167-86	518	Narrows Lumber Co. Ltd.	200.00	1.3.46
187	13167-88	564	Hamiltair Ltd.	50.00	1.5.46
205	13167-86	563	Narrows Lumber Co. Ltd.	400.00	1.3.46
208	13167-82	588	Narrows Lumber Co. Ltd.	200.00	1.6.46 - 100.00 1.7.46 - 100.00

It would be appreciated if you would forward individual reports in connection with each of these lessees at your earliest convenience.

L. W. McCutcheon,
Chief Treasury Officer.

KR/RH

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

Office of the
Indian Agent

416 Federal Building,
Vancouver, B.C.,
27th February, 1947.

Chief Treasury Officer,
Indian Affairs Branch,
Ottawa.

With reference to your monthly rental notice, the Narrows Lumber Company is shown as owing the following amounts:-

#173,	Account	--	$ 200.00
#205,	"	--	500.00
#208,	"	--	1550.00

According to our records the amounts due March 1st are:-

#173,	Account	--	200.00
#205,	"	--	400.00
#208,	"	--	450.00

Under No.205 (Lease 563, Lot 4, Squamish I.R. No.2) $400.00 was received April 10, 1945 for year ending March 1st, 1946, and another $400.00 August 6, 1946 for year ending March 1, 1947.

Under No.208 (Lease 588, Lots 1,2,3,6,7 & 8) which is payable $100.00 a month as from March 1st, 1946, we received the following payments:-

April 4th,	1946	--	$200.00
May 8th,	"	--	100.00
August 6th,	"	--	150.00
Oct. 16th,	"	--	150.00
Dec. 4th,	"	--	150.00

Which leaves $450.00 owing to March 1st.

Will you please advise how this compares with your records?

I am writing the Company today for a further payment.

(Sgd.) H.E. Taylor,
Indian Agent.

/J

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-86
13167-82

Accounts 173, 205 & 208

Ottawa, March 11, 1947.

H.E. Taylor, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B.C.

The Narrows Lumber Co.,
Lease Nos. 518, 563 and 588,
Seymour Creek Reserve,
Vancouver Agency.

In reply to your letter of the 27th ultimo, we would advise that you are correct in stating that the total amount of rental owing by the Narrows Lumber Company up to March 1st, amounts to $450.00. On March 1st, 1947, instalments of rental amounting to $200.00, $400.00 and $100.00, became due and payable on their leases Nos. 518, 563 and 588, respectively, therefore, the total rental now owing by the Narrows Lumber Company amounts to $1,150.00.

We regret that our statement showed that this lessee had an instalment of rental falling due in March on lease No.588 amounting to $1,200.00, whereas, it should have been $100.00. In typing the statement it was taken that the annual rental amounted to $1,200.00, which is correct, but the fact that the rental is payable $100.00 each month was overlooked. You concluded your letter by advising that you had written the Company for a further payment. We will appreciate being advised if you were successful in your efforts.

N.E. Beach
Acting Chief Treasury Officer.

EB/J

B.F. 1/5/47 - Re - Arrears of Rental

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C O P Y

For File 13167-86

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

CANADA

Office of the
Indian Agent

EK'D.

416 Federal Building,
Vancouver, B.C.

17th March, 1947.

Treasury Office,
Indian Affairs Branch,
O T T A W A.

Your files: 13167-82, 13167-86.

Replying to your letter of the 11th March, regarding Narrows Lumber Company Leases, the Company has paid another $300.00 on Lots 1, 2, 3, 6, 7, 8, which pays this rent up to January 15th, 1947.

They have not yet made the payments due March 1st on Lots 4 and 5.

(Sgd.) Per
H.E. Taylor
Indian Agent.

/J

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy for File 13167-82

~~13167-1 (Treas.)~~

B.A

Ottawa, September 30, 1947.

H.E. Taylor, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B.C.

Vancouver Indian Agency.

On reviewing the leases in your agency as at September 30, 1947, it is noted that the following are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since	
15	13167-42	157	B.W. Martin Bone	25.00	18/5/47	
16	13167-42	159	Bernard Boe	25.00	18/5/47	
36	13167-42	190	J.W. Gehrke	25.00	18/5/47	
146	13167-40	Permit	Giroday & Company	40.00	1/9/47	
180	13167-64	Permit	Sorg Pulp & Paper Co.	750.00	1/9/47	
205	13167-86	563	The Narrows Lumber Co.Ltd.	450.00	1/3/46	- 50.00
					1/3/47	- 400.00
208	13167-82	588	" " " " "	300.00	1/7/47	- 100.00
					1/8/47	- 100.00
					1/9/47	- 100.00
211	13167-94	Permit	William F. Green	5.00	1/10/46	
216	13167-54	629	J.G. Hamerton	10.00	2/1/47	

It would be appreciated if you would forward individual reports in connection with each of these lessees at your earliest convenience.

for W. Lauchlan
Acting Chief Treasury Officer.

EB/J

B.F. 1/12/47

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy for File 13167-82

~~13167-1 (Trans.)~~

80

Ottawa, September 30, 1947.

H.E. Taylor, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B.C.

Vancouver Indian Agency.

On reviewing the leases in your agency as at September 30, 1947, it is noted that the following are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since
15	13167-42	157	B.E. Martin Bone	25.00	18/5/47
16	13167-42	159	Bernard Boe	25.00	18/5/47
36	13167-42	190	J.W. Gehrke	25.00	18/5/47
146	13167-40	Permit	Giroday & Company	40.00	1/9/47
180	13167-64	Permit	Berg Pulp & Paper Co.	750.00	1/9/47
205	13167-86	563	The Narrows Lumber Co. Ltd.	450.00	1/3/46 - 50.00
					1/3/47 - 400.00
208	13167-82	588	" " " " "	300.00	1/7/47 - 100.00
					1/8/47 - 100.00
					1/9/47 - 100.00
211	13167-94	Permit	William F. Green	5.00	1/10/46 -
216	13167-54	629	J.S. Emerton	10.00	2/1/47

It would be appreciated if you would forward individual reports in connection with each of these leases at your earliest convenience.

for W. Lauchlan
Acting Chief Treasury Officer.

EM/J

B.J. 1/12/47

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

VANCOUVER INDIAN AGENCY

Oct. 23, 1947.

Acct. No.	File No.	Lease No.	Lessee	Amount
208	13167-82	588	The Narrows Lumber Co. Ltd.	$300.00 — Paid Oct. 7/47, $100.00 for month of August.

EN'D.

The arrears in this case are

$200.00 for September and October.

The Company have been written to, but have not so far paid up.

B. J. 1. 11.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82(Treas.)
Account 208

Ottawa, December 17, 1947.

H.E. Taylor, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B.C.

EX'D.
M

The Narrows Lumber Co.Ltd.,
Lease 588 - Lots 1,2,3,6,7 & 8 in
Seymour Creek Indian Reserve No. 2,
Vancouver Agency.

Under the terms of the lease, this lessee is called upon to pay a rental of $1,200.00 per annum, payable $100.00 monthly, in advance.

According to our records, the rental has not been paid for the months of August, September, October, November and December, with the result that this lessee's account now shows arrears of rental amounting to $500.00. Therefore, we must ask that you favour us with a report in connection with this lessee, by return mail.

A. W. Lauchlan
Chief Treasury Officer.

EB/J

B.F. 1/2/48

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF THE
INDIAN AGENT

Mr Burch

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Your 13167-82 (Treas.)
Account 208.

416 Federal Building,
Vancouver, B. C.

27th December, 1947.

Chief Treasury Officer,
Indian Affairs Branch,
OTTAWA.

Re: The Narrows Lumber Company Ltd.,
Lease 588 - Lots 1, 2, 3, 6, 7, & 8
in Seymour Creek Indian Reserve No. 2,
Vancouver Agency.

Replying to your letter of the 17th, our record shows that the August payment was made on October 7, 1947, Receipt #45171. We are writing to the Narrows Lumber Company requesting prompt payment of the rentals now owing.

D Veeclas
for (H. E. Taylor),
Indian Agent.

AA.

REGISTRY OFFICE
RECEIVED
JAN 2 1948

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF THE
INDIAN AGENT

Mr Burch

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Your 13167-82 (Treas.)
Account 208.

416 Federal Building,
Vancouver, B. C.

27th December, 1947.

Chief Treasury Officer,
Indian Affairs Branch,
OTTAWA.

Re: The Narrows Lumber Company Ltd.,
Lease 588 - Lots 1, 2, 3, 6, 7, & 8
in Seymour Creek Indian Reserve No. 2,
Vancouver Agency.

Replying to your letter of the 17th, our record shows that the August payment was made on October 7, 1947, Receipt #45171. We are writing to the Narrows Lumber Company requesting prompt payment of the rentals now owing.

D Heelas
for (H. E. Taylor),
Indian Agent.

AA.

TREASURY OFFICE
RECEIVED
JAN 2 1948

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

416 Federal Building,
Vancouver, B.C.

6 January, 1948.

Chief Treasury Officer,
Indian Affairs Branch,
OTTAWA.

EX'D.
A.

File 13167-82 A/C 208.

With reference to your letter of December 17 regarding Narrows Lumber Company, I have now received a cheque for $400.00 from this Company on Lots 1, 2, 3, 6, 7 and 8, Squamish I.R. No.2.

According to our records this pays the rent to January 1st, 1948.

(H. E. Taylor),
Indian Agent.

AA.

Department of Mines & Resources
Indian Affairs Branch
JAN 13 1948
REGISTERED

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 588

987/32-7-2-3 vol. 1

File No. 13167-82.

LEASE

MINISTER OF MINES AND RESOURCES

to

THE NARROWS LUMBER COMPANY

of

Lots 1, 2, 3, 6, 7 and 8,

Seymour Creek Indian Reserve
No. 2,

for five years from

March 1, 1946.

(renewable)

DATED April 3, 1946.

OCT 4-1-2
16/Jul/71

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3
pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(ORIGINAL)

Act 108

File No. 13167-82.

THIS INDENTURE [illegible] in triplicate this 3rd day of April in the year of our Lord one thousand nine hundred and forty-six,

BETWEEN:

His Majesty the King, hereinafter called "His Majesty," represented herein by the Minister of Mines and Resources of Canada, hereinafter called the "Minister"

of the First Part;

AND

The Narrows Lumber Company, of in the Province of British Columbia, hereinafter called the "Lessee"

of the Second Part.

WHEREAS the lands hereinafter described are Indian lands within the meaning of the Indian Act, Chapter 98, R. S. C. 1927.

AND WHEREAS the Party of the Second Part has applied for a lease of the same.

AND WHEREAS the Party of the First Part has agreed to lease the same unto the Lessee upon the terms and conditions hereinafter set forth.

NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereinafter reserved and upon and subject to the stipulations, provisos and conditions hereinafter contained, the Party of the First Part doth hereby lease unto the Party of the Second Part all and singular that parcel or tract of land which may be described as follows:

The whole of lots one, two, three, six, seven, and eight in Seymour Creek Indian Reserve number two, New Westminster District, Province of British Columbia, as the said lots are shown upon a plan of the said reserve signed by J. Rodger Burnes, British Columbia Land Surveyor, on the twenty-sixth day

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

March, one thousand nine hundred and twenty-six, of record number B.C. three hundred and seventeen in the Indian Affairs survey records, Department of Mines and Resources, Ottawa, the said land being subject to the permit granted in departmental letter dated the thirteenth day of April, nineteen hundred and thirty-eight, to the Vancouver Harbour Commissioners, allowing them to retain their spur line as then located "during pleasure", and as the said spur line is shown upon plan R.R. two thousand two hundred and eighty-nine in the said Indian Affairs survey records.

TO HAVE AND TO HOLD unto the Lessee, its successors and assigns, for a period of five years from the First day of March, one thousand nine hundred and forty-six.

YIELDING AND PAYING THEREFOR a rental of One Thousand, Two Hundred Dollars ($1,200) per annum, payable monthly in advance.

PROVIDED ALWAYS and these presents are issued upon and subject to the following stipulations, provisos and conditions, that is to say:

(1) The Lessee covenants that it will not assign or sublet this lease without the consent in writing of the Deputy Minister of Mines and Resources, provided that such consent shall not be unreasonably withheld.

(2) It is further understood and agreed that, upon the expiration of the term hereby granted, this lease may be renewed for a further term of five years at a rental of One Thousand, Five Hundred Dollars ($1,500) per annum, payable monthly in advance.

(3) The Lessee covenants with the Party of the First Part that it will abide by and conform to all requirements of the "Indian Act" in so far as the said Act appertains to this lease.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(4) It is further understood and agreed that the Lessee shall pay the rent hereby reserved in manner aforesaid and shall and will also pay all charges, taxes, rates and assessments whatsoever which shall during the continuance of these premises be charged upon or be payable with respect to the demised premises.

(5) And that it shall be lawful for the Minister, or any person thereunto authorized by him, at all reasonable times during the said term to enter upon the demised premises to examine the condition thereof.

(6) And that the Lessee will at all times hereafter indemnify and keep His Majesty indemnified against all actions, claims and demands that may be lawfully brought or made against His Majesty by reason of anything done by the Lessee in the exercise or purported exercise of the rights, licenses, liberties, privileges and lease hereby granted.

(7) And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether demanded or not), or if any covenant, proviso, stipulation or condition on the part of the Lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister or Deputy Minister, Department of Mines and Resources, (without any judicial inquiry or finding) by notice in writing under his hand to cancel these presents and thereupon this lease and the remainder of the term hereby granted and all benefits, rights and privileges hereby granted to the Lessee shall become and be utterly and absolutely null and void; but nothing herein contained shall in any way affect the right of His Majesty or His Successors or Assigns to all arrears of rent to be paid

The original document has been removed for the Indian Land Registry

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

PUBLIC ARCHIVES
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CANADA

as hereinbefore provided or to any remedy for the recovery of such arrears of rent.

Where the context allows the expression "His Majesty" includes the Successors of His Majesty, the Expression "Minister" includes the Deputy of the Minister and the successors in office for the time being of the Minister or such Deputy, and the expression "Lessee" includes the successors and assigns of the Lessee.

IN WITNESS WHEREOF the Acting Deputy Minister of the Department of Mines and Resources, in behalf of the Minister, and the Lessee have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)
In the presence of)

R. L. McEwen
.....
As to the signature of the Deputy Minister.

.....
Acting Deputy Minister of Mines and Resources.

G. H. Shelley
.....
As to the signature of the Lessee.

NARROWS LUMBER CO. LTD
.....
Lessee

The original of this Document has been returned for retention in the Records of the Indian Land Registry
19

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-3 pt. 1)

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CANADA

13167 7-2-3

987/32-7-2-3

Place on 15/5/53.

EXTRACT FROM THE MINUTES OF THE MEETING OF GENERAL MEETING OF SQUAMISH BAND OF INDIANS HELD IN COUNCIL HALL OF THE BAND IN NORTH VANCOUVER I.R. NO. 1, APRIL 12, 1953. CONVENED AT 2.15 P.M.

X X X

EXTRACT ORIGINAL ON 167/3-6

7. M/S Alf Jacobs, D. Paull.

That the lease covering Lots one to eight in Squamish I.R. # 2, and issued to John Chappel by assignment from the Narrows Lumber Company Ltd. and paying rental of $1800.00 per annum be renewed for a further five years for rental of $2000.00 per annum.

X X X

24584

1953 MAY 13 PM 4 07

INDIAN AFFAIRS

BF to RG 13-6-53

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Indian Affairs
Central Registry Files, 1874-1959

File (RG 10, Volume 8091)

987/32-7-2-3	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2 TO THE NARROWS LUMBER CO. AND C.P. LUMBER MILLS LTD. (SQUAMISH BAND) (PLANS)	1941-1948
987/32-7-2-5	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND) (PLANS)	1927-1930
987/32-7-2-5	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND).	1930-1938
987/32-7-2-5	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND) (PLANS).	1938-1945

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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FILE NO. ~~167~~ 987/32-7-2-5

A

CLOSED VOLUME
See Vol 2

— INDIAN AFFAIRS BRANCH —
DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

B

SUBJECT LEASE
LOT 17
SQUAMISH BAND
SEYMOUR CREEK RES. NO. 2
FRASER ~~AGENCY~~ DISTRICT

VOLUME 1

FROM October, 1927
TO April, 1930

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
AH45	29	Rec	16-9-65	PA	AH45	15-10-69	
DLT4-12	18	Reg	15-2-71	PA	ACC 16	26-2-71	
DLT4-12	18	Reg	26-2-71	PA	DLT 4 12	23/3/71	

B

30-74

FILE NO. ~~167~~ 987/32-7-2-5 VOL. 1

A

CLOSED VOLUME
See Vol

IA 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

CLOSED VOLUME

See Vol. 2

FILE NO. 167/32-7-2-5 V. 1

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

A

VOLUME 2

FROM

TO

SUBJECT Lease
Lot 17
Squamish Band
Seymour Creek Res #2
Klasu Agency

FILE NO. 167/32-7-2-5

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use

PUBLIC ARCHIVES
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2/12 226

1A 1-102

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CANADA

-2-2-5 Vol 1

No. 13167

Department of Indian Affairs

VANCOUVER

LEASE

LOT 17 IN IND. RESERVE
SEYMOUR CREEK

Cascade Rock & Gravel Co. assignee Seaboard
W. J. Tinkiss O. Langford

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

-7-2-5 Vol 1

No. 13167

Department of Indian Affairs

VANCOUVER

LEASE

LOT 17 IN INDIAN RESERVE
SEYMOUR CREEK

Cascade Rock & Gravel Co. assignee Seaboard
W. J. Tinkiss

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT. 24 1927
RECEIVED

LAND BRANCH
OCT 20 1927

206 Winch Building,
Vancouver Agency, Vancouver, B.C.

October 17, 1927.

Sir:

I beg to report finding difficulty in collecting royalty on gravel from Messrs. Cascade Rock and Gravel Company Ltd. with respect to their lease in the Seymour Creek Reserve No. 2. of the Squamish Band.

I have made repeated requests both verbally and in writing, for payment, and I am continually put off with the excuse that the company's books are audited only every six months and that the bookkeeper could not furnish an affidavit asked for in this matter. I suggested that royalty due since December 1926 be paid from data shown in the company's records, and that the necessary affidavit be furnished when available. This has been promised several times but payments do not materialize.

On August 9th. last I addressed a letter to Mr. Commissioner Ditchburn of Victoria asking him to write the company requesting payment of dues, and Mr. Ditchburn a few days ago when visiting here informed me that he had done so.

This company is practically leading all other gravel, sand and ashphalt paying contract concerns in and about the city, and is removing tremendous quantities of material continuously, and they have a large plant in the reserve. The output being so large and payments not forthcoming is giving me concern, and I think the Department should bring pressure upon the company to compel early payment.

In addition

ary
ment of Indian Affairs,
ttawa, Ont

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

October 17, 1927.

In addition to gravel royalty due, ground rental of $500.00 was due September 15th. ultimo. I wrote asking for this rental on September 23rd. ultimo but up to this date I have received no reply. The company is also neglectful in the matter of answering official letters. The company made a statement on August 17th. last also a payment of gravel up to December 31st. 1926, at that time stating that they expected to have their books audited to June 30th. in a short time when a further statement would be made.

This concern under application of W. J. Timlick and themselves are at the same time asking further concessions - the lease of Lots 2,3, 6, 7, 8 and 10 in the Industrial Subdivision of this reserve, a surrender now being in course of negotiation, from the Indians. I do not see how we can make further concessions to this concern unless and until an accounting is had with respect to the privileges already enjoyed by them.

The company should pay promptly every three months which they have agreed to do.

I would suggest that the Department advise me of its wishes in this matter. I believe the company to be quite solvent and able to make payment, but that they are delaying payments to suit themselves.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

11 167/3-

OTTAWA, 26th October, 1927-

Sir-

Lease 128: Cascade Rock & Gravel Co., Ltd.-
Land on Seymour Creek Indian Res.
- - - - - - - - - - - - - -

I beg to advise you that, under this lease, rental r the current year, in the sum of $500.00, became due on e 15th September last and royalty has been paid, only, to t December last. Kindly forward to the local agent, h as little delay as may be possible, the usual sworn rns and Cheque covering amount due, also payment of l.

connection with this matter, I would call your to the closing paragraph on page 5 of the lease, ch it will be seen that the Department is now in a to cancel. In conclusion, it is to be observed nless absolute and speedy compliance is made with terms and conditions of this lease, the Department t for one moment consider the granting of any fur- sions.

this matter is most urgent, I must ask that your consideration be given thereto.

Your obedient servant

J. D. McLean

Assistant Deputy & Secretary.-
(J. D. McLean.)

Esq.,

y-Treasurer
cade Rock & Gravel Co., Ltd.,

470 Granville Street,

VANCOUVER, B.C.-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

OTTAWA, 26th October, 1927-

Sir-

Lease 128: Cascade Rock & Gravel Co., Ltd.
Land on Seymour Creek Indian Res.

- -

Referring to your letter of the 17th Instant in regard to matters pertaining to this lease, I enclose for your information and guidance, copy of a communication which has this day been addressed to the lessees.

You will be good enough, at the expiration of two weeks, to report in this matter to the Department, calling upon them, in the meantime, to comply with the terms of official letter.

Your obedient servant

Assistant Deputy & Secretary
(J. D. McLean.)

Chas. C. Perry, Esq.,
Indian Agent,
206 Winch Building,
VANCOUVER,
B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

PRESIDENT AND GENERAL MANAGER
WILL ELLIS

SECRETARY-TREASURER
W. J. TIMLICK

Cascade Rock and Gravel Co., Ltd.

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C. P. R. TRACKS
PHONE: SEYMOUR 9246

Oct. 22nd,1927.

D.S. BRANCH
NOV 8 1927

Mr. C.C.Perry,
Indian Agent,
739 Hastings St.West,
Vancouver,B.C.

Dear Sir:-

Enclosed herewith cheque #525-$334.83 in settlement of royalty for the months of January, February and March-1927 as follows:-

Jan./27-	Amount excavated-	1288½	Cu.Yds.
Feb./27	" "	2322	" "
Mar./27	" "	1969	" "
	TOTAL-	5580½	Cu.Yds.
	@	.06	Per Cu.Yd.
		$ 334.83	

Yours truly,

CASCADE ROCK & GRAVEL CO.LTD.

Per: W. J. Timlick
Sec-Treasurer.

R.
Encl.Cheque.

VANCOUVER INDIAN OFFICE
11

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

No. 356

Duplicate for Department.

$ *334 83/100

THE ROYAL Bank of CANADA

192

Received from CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of THREE HUNDRED AND THIRTY FOUR 83/100 DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in triplicate,

Ent'd.

Pro. Manager.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

October 28, 1927.

DEPT. OF INDIAN AFFAIRS
NOV 8 1927
LAND BRANCH
RECORDED

I beg to refer to my letter to the Department dated October 17th. in which I called attention to the fact that I had found difficulty in obtaining payment of gravel royalties from the Cascade Rock and Gravel Co.Ltd. and to report that I have received from this company a statement dated October 22nd. accounting for gravel removed from this company's lease in the Seymour Creek Indian Reserve No. 2, for the months of January, February and March last totalling 5580½ cu.yds, together with cheque for $334.83, being the amount of royalty at .06¢ per cu.yd. The statement is sent herewith, together with bank draft No. 356 for the sum mentioned. It will be observed that no statutory declaration accompanies the statement but I would point out that the manager of the company called on me about two months ago and stated that his company would be willing to pay quarterly but that a statutory declaration could not be made quarterly as the company's books were audited bi-annually. It is expected, therefore, that a statutory declaration will be made in due course.

The company now owes seven months royalties, from April 1st. last and including the present month of October, as well as ground rental of $500.00 due September 15th. ultimo.

Your obedient servant,

ACCOUNTANTS
NOV 11 1927

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

(C.C.Perry)
INDIAN AGENT

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C.P.R. TRACKS
PHONE: SEYMOUR 9246

Cascade Rock and Gravel Co., Ltd.

DEALERS IN

SAND, GRAVEL AND CRUSHED ROCK

VANCOUVER, B.C., Dec.10th 1927

The Department of Indian Affairs,
c/o Mr.C.C.Perry,
Indian Agent,
739 Hastings St.W.,City.

TERMS: NET CASH

	To Royalty on Sand & Gravel excavated on our Lease on Seymour Indian Reserve #2- as follows:-			
	Amount as per Inventory taken in January 1927-	2157½ Cu.Yds.		
	Excavated- Jan- 1927-	1288½ " "		
	" Feb.-1927	2323 " "		
	" Mar. 1927-	1969 " "		
	" Apr. "	2127 " "		
	" May "	7011 " "		
	" June "	6496½ " "		
	Total-	23372½ " "@ $.06	$	$1402.35
Oct.22	To Cheque-		334.83	
Dec.13	" " - Enclosed-		1067.52	
			$1402.35	$1402.35

I, W.J.Timlick, Secretary-Treasurer of the Cascade Rock and Gravel Company Ltd, hereby declare that the the above account is a true account.
Dated at Vancouver,B.C.this 14th day of December 1927

W.J.Timlick

Declared before me this 14th day of December 1927.

Percy K. Lomas
A Notary Public in and for the
Province of British Columbia

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

No. 366

Duplicate for Department.

$ *1067 52/100

Bank of .....

..... 192

Received from CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of ONE THOUSAND AND SIXTY SEVEN 52/100 DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate, e 50637

Ent'd. 54

Pro. Manager.

Folio 165. VOL II

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JAN 16 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

December 27, 1927.

LANDS BRANCH
JAN 17 1928

1140

Sir:

I have the honour to transmit herewith the statement of sand and gravel material removed from the leasehold of Messrs. Cascade Rock & Gravel Co. Ltd., of Vancouver, in the Seymour Creek Indian Reserve No. 2. of the Squamish Band of Indians to the end of June 1927, together with bank draft No. 366 for the sum of $1067.52, being amount of royalty due the Department for the months of April, May and June, 1927, which amount is to be placed to the credit of the Squamish Band account No. 54.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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LEASE

THIS INDENTURE made the 30th day of August A.D. 1927, in pursuance of the Act respecting SHORT FORMS OF LEASES, BETWEEN ANDREW PAUL, Squamish Indian

of the first part and

WILL ELLIS of 5057 Angus Drive in the City of Vancouver in the Province of British Columbia, Contractor.

of the second part.

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said party of the second part, his executors, administrators and assigns, ANDREW PAUL the said party of the first part, hath demised and leased, and by these presents doth demise and lease unto the said party of the second part, his executors, administrators and assigns, all that certain piece, parcel or tract of land and premises, situate, lying and being in the District of New Westminster in the Province of British Columbia, and being comprised of a portion of SEYMOUR CREEK INDIAN RESERVE No. 2, lying between Seymour Avenue and the westerly boundary of the Sub-Division of Blocks 28, 29, 30 and 31, D.L. 193, as shown on registered plan #1472, as shown edged in red and lettered "P" on plan hereunto annexed and containing six (6) acres, more or less.

TO HAVE and to hold the said parcel or tract of land and premise hereby demised with the appurtenances unto the said party of th second part, his executors, administrators and assigns, as an Amusement Park, Auto Camp or for any purpose of a similar natur subject to the approval and regulation of the Department of In Affairs from the 1st day of March A.D. 1928 for and during and until the 1st. day of March 1949 and shall be renewable upon terms and conditions to be arranged between the parties to this agreement or if necessary by arbitration by a Board to be compos of three members, one to represent each of the parties to this agreement, these two to mutually agree on the third member. In the event of an arbitration being had, all the expenses apperta ing to such arbitration are to be paid by the party of the Sec Part; yielding and paying therefor yearly and every year durir the said term of TWENTY ONE years unto the said party of the part, his heirs, executors, administrators and assigns, a su or sum of FOUR HUNDRED ($400.00) DOLLARS of lawful money of Can in four equal quarterly payments of ONE HUNDRED ($100.) DOLLARS in each payment, to be made on the 1st. day of March, June, September and December, respectively, in each and every year during the said term without any deduction, defalcation, or abatement therefrom, for or in respect of any taxes charges, rents assessments or impositions whatever, either now or hereafter to be taxed, charged rated or assessed on the said demised premises or any part or for or on account of the same, the first payment to bee

The original of this document has been removed for conservation reasons. Date 1-1-2 Signature Feb 17/71

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on the 1st. day of March one thousand nine hundred and twenty eight. Together with TEN PER CENT of the net profits realised by the party of the second part from the use of the said tract or parcel of land and premises, said ten per cent to be determined by accountant's report of the party of the first part, same to be prepared and paid for by the party of the second part to the party of the first part, yearly, on the 1st. day of March, the first payment to become due on the 1st. day of March, one thousand nine hundred and twenty nine.

And the said party of the second part, covenants with the said party of the first part, to pay rent, and to pay taxes.
And the party of the second part shall have the privilege of assigning or subletting the said lease and property to any responsible party or parties for the same purposes as hereinbefore mentioned, subject to the approval of the Department of Indian Affairs.
Proviso for re-entry by the said party of the first part, his heirs, executors, administrators and assigns on non-payment of rent, or non-performance of covenants.
And the said party of the first part covenants with the said party of the second part for quiet enjoyment.

~~Should~~ the parties to this agreement decide not to renew the lease at the expiration of the first period, then, the party of second part, his executors, administrators and assigns, shall have the right and privilege of removing all the buildings houses and erections, placed, erected and being on said premises within a reasonable time, unless the party of the first part, his heirs, executors, administrators and assigns, wish to purchase the said buildings, houses and erections. Then the said buildings, houses and erections shall be duly valued and appraised, by appraisers named and appointed, one of them by the said party of the first part, his heirs, executors, administrators and assigns, the other by the said party of the second part, his heirs, executors, administrators and assigns, with power to them the said appraisers, to name and call in a third if they cannot agree- such appraisement to be made within fourteen (14) days from and after the determination of the said first term hereby demised- who shall fix on the value under the conditions aforesaid; And the party of the first part, hereby for himself, his heirs and assigns, covenants, promises and agrees, to and with the said party of the second part, his heirs, executors and administrators and assigns, that he or they, or some one of them, will pay to the said party of the second part, his heirs, executors, administrators and assigns, the full sum of money so to be fixed by the said appraisers, or their referee, as the value of or compensation for said houses, buildings and erections, on the said hereby demised premises than standing and being within one calendar month after such value is ascertained and declared as aforesaid.

And also, that if the lease be renewed for a second term, as aforesaid, under the terms and conditions herein provided for granting the same, by the said party of the first part, his heirs, executors, administrators and assigns, to the said party of the second part, his heirs, executors, administrators and assigns, that at the end of such renewed term, the party of the second part, his heirs, executors, administrators and assigns, shall have the right and privilege of removing all the buildings, houses and erections, placed, erected and being on said premises at the expiration of the second term, within a reasonable time, unless

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the party of the first part, his heirs, executors, administrators and assigns, wish to purchase all the said buildings, houses and erections then being on the said premises, at a rate to be ascertained by appraisement as aforesaid, and within the time, and according to the terms, conditions and agreements above mentioned and expressed.

And it is further agreed by the parties to this agreement that the party of the first part shall be allowed to reserve for his own use as a gasoline station a piece of land in the area herein described located at the junction of Seymour Avenue and the right-of-way of the Burrard Inlet Tunnel and Bridge Company and immediately opposite the block of D. L. 204 between Bridge Street and Railway Street, said piece of land to have an area of forty feet square, this area to be paid for at a rental of $20.00 per year out of the rentals due from the party of the second part.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered

in the presence of

S D Griffiths
3-10 Pender W Vancouver, BC

Frank Perry
Indian Agent
Vancouver, B.C.

Will Pollie

Andrew Paul

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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And it is further agreed by the parties to this agreement that the party of the first part shall be allowed to reserve for his own use as a gasoline station a piece of land in the area herein described located at the junction of Seymour Avenue and the right-of-way of the Burrard Inlet Tunnel and Bridge Company and immediately opposite the block of D. L. 204 between Bridge Street and Railway Street, said piece of land to have an area of forty feet square, this area to be paid for at a rental of $20.00 per year out of the rentals due from the party of the second part.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered

in the presence of

S D Griffiths
3610 Fraser St Vancouver, B.C.

Andrew Lovell

Thos O'Kelly
Indian Agent
Vancouver, B.C.

VANCOUVER INDIAN AGENCY

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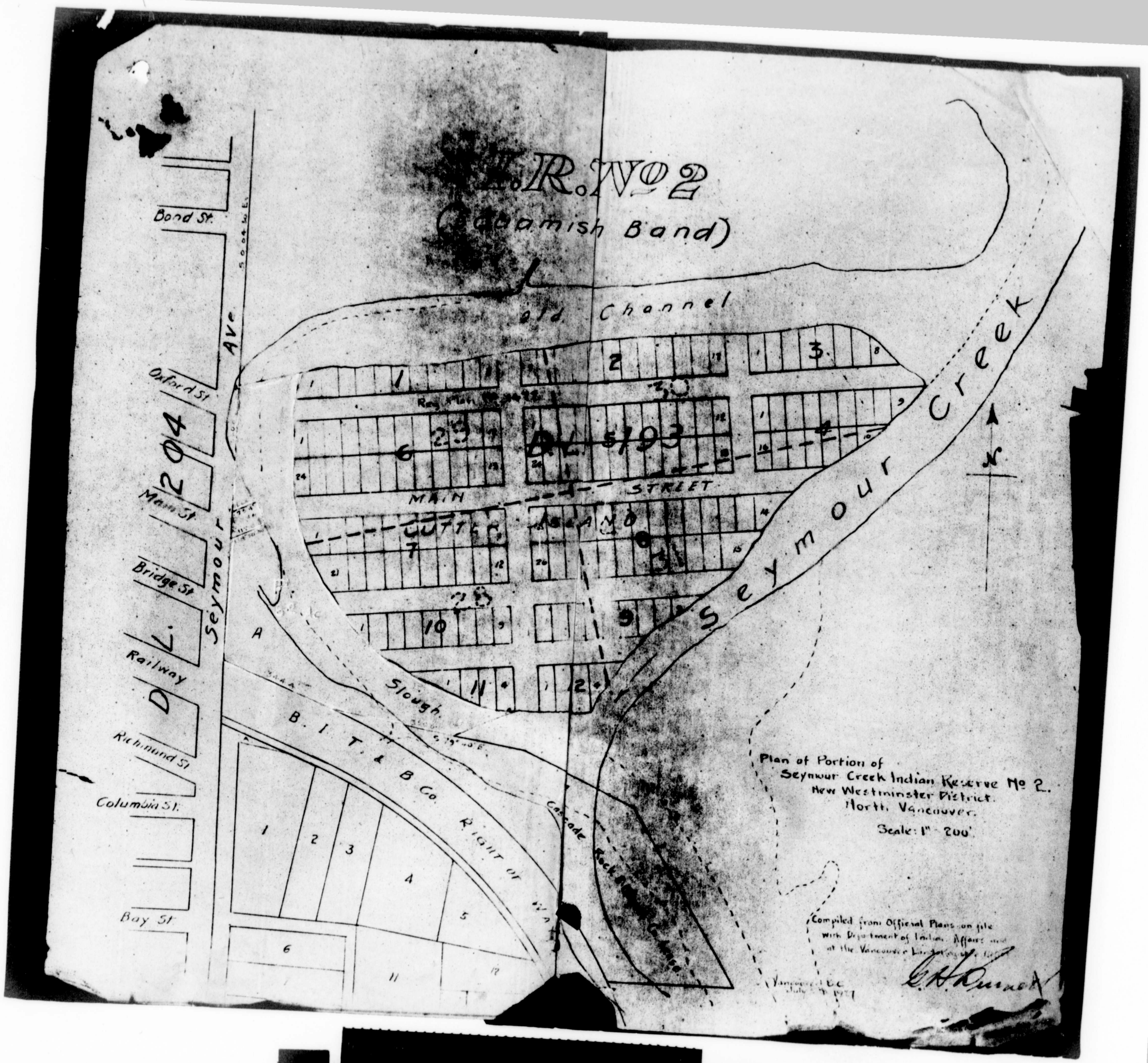
CANADA



PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Duplicate of Lease
Agreement hereunder, with
a duplicate plan attached,
was removed from here
on Feb 13/46 and will
be found on F. 16167-3.

G.O.E. Gilroy.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REGULAR MEETING OF SQUAMISH INDIAN COUNCIL, VANCOUVER AGENCY, B.C., HELD AT NORTH VANCOUVER, AUGUST 31st., 1927, C.C. PERRY, INDIAN AGENT, PRESIDING.

Present: Mr. Andrew Paull, Secretary-Interpreter, and Councillors Gus Band, Chief Charlie, Chief George Williams, Chief Henry Jack, Chief Andrew, Chief Edward Joseph, Chief Edward Williams and Denny Paull.

RESOLUTION

Moved by Councillor Gus Band.
Seconded by Chief George Williams.

That this Council having perused and considered agreement made between Mr. Will Ellis, of Vancouver, and Mr. Andrew Paull, a member of the Squamish Band and recognized owner of a parcel of land containing approximately 6 acres in the Seymour Creek Indian Reserve, dated August 30th. 1927, hereby give our consent to said agreement and do hereby recommend the same to the favorable consideration of the Department of Indian Affairs.

CARRIED UNANIMOUSLY.

I hereby certify that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

(C.C.Perry) INDIAN AGENT.

VANCOUVER INDIAN

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
DLT 4-1-2, ECK
Signature
Feb/19/71 19

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AT A REGULAR MEETING OF THE SQUAMISH INDIAN COUNCIL, HELD AT MISSION RESERVE NO. 1, NORTH VANCUVER, B. C. ON MAY 3rd,1926. PRESENT: INDIAN AGENT-C.C.PERRY,PRESIDING; MR.ANDREW PAULL, SECRETARY AND INTERPRETER;AND CHIEFS AND COUNCILLORS:- L.Meranda, Charlie Gus Band, Ed. Williams, Andrew, H.Jack, Ed.Joseph, Matthias Joe, George Williams and Jimmy Jimmy.

Moved by Chief Henry Jack,
Seconded by Chief Matthias.

That the Council having received an application from Mr.Andrew Paull, a member of the Squamish Band of Indians, to be located upon a parcel of land in the Seymour Creek Indian Reserve No.2, as shown in the sketch plan attached to the application, the said area being approximately six acres, for the purposes of erecting a gasoline station and preparing an automobile camp thereon, hereby resolves that Andrew Paull a Squamish Indian be located upon the said parcel of land and that he be the recognized owner thereof.

The COUNCil further resolves that Mr. Paull be formally located upon this parcel of land as soon as he shall have paid to Mrs. Jim Alex, who is at present the recognized owner of a part thereof and is reported as being willing to sell her interest in the said portion of land to Mr.Paull, for the sum of $250.00. Such purchase by Mr.Paull from Mrs.Alex to be certified by the Indian Agent, which certificate shall be sufficient grounds upon which the Department of Indian Affairs will be asked to record this location in the records of the Department. This location of Mr. Paull on the land referred to is made by the Council in accordance with the provisions of the Indian Act.

Carried Unanimously.

I, Charles C.Perry, hereby certify that I was present and presided at the meeting at which the foregoing resolution was unanimously passed and carried by the Squamish Indian Council.

Charles C. Perry

.....
Charles C.Perry, Indian Agent.

The original has been removed from the Records of the Indian Lands
DLT 4-1-2, 3 C
Feb 19/71 19

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JAN 19 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

1/40

January 11, 1928.

LANDS BRANCH
JAN 17 1928

Sir:

I have the honor to transmit herewith:

1. Duplicate agreement made between Mr. Andrew Paull, Squamish Indian, recognized owner of a parcel of six acres in Seymour Creek Indian Reserve of the Squamish Band, and Mr. Will Ellis of Vancouver for the lease of this land shown in attached plan on terms and conditions therein mentioned;

2. A resolution of Squamish Indian Council dated May 3rd. 1926 showing Mr. A. Paull to be formally located by the Council of the Band on such parcel, conditionally upon his paying Mrs. Jim Alex, a Squamish Indian woman, the sum of two hundred and fifty dollars for her late husband's improvements on a small portion of this land;

3. A resolution of Squamish Indian Council dated August 31st. 1927 approving the agreement between Mr. Paull and Mr. Ellis.

This agreement has been held in abeyance since the fall owing to Mr. Paull's inability to pay Mrs. Jim Alex her two hundred and fifty dollars, also on account of the fact that Mr. Ellis, representing with Mr. W.J. Timlick, the Cascade Rock & Gravel Company Ltd., had been delinquent in payment of rental and gravel royalties in their leasehold in the same reserve, making it

necessary for

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

January 11, 1928.

necessary for the Department to write them stating that no further concessions should be granted until all payments due the Department had been made. (See Departmental letter No. 11 167/3- dated October 26th. 1927.)

I would remind the Department that royalties on gravel due from Mr. Ellis' Company has been paid to June 30th. 1927 and six months royalties are still due; and that ground rental has been paid in advance up to September 1928. The question as to whether the Department will sanction the agreement submitted herewith in view of the amount still due for the period July 1st. 1927 to December 31st. 1927 must be determined by the Department. I should again state that the reason offered by the Cascade Company represented by Mr. Ellis for non-payment of rental is that an affidavit of quantity of material removed cannot be given by the Company until an audit is made of their books, which seems an insufficient excuse, it being apparent that the royalties could be paid and an affidavit submitted later on.

With regard to payment of the sum of two hundred and fifty dollars by Mr. A. Paull to Mrs. Jim Alex, Mr. Paull has requested that the rental to be paid by Mr. Ellis under this agreement should be paid to Mrs. Alex in his behalf until she has been fully paid and thereafter the rental is to be paid to him through the Department.

The Department's decision is desired at the earliest convenient date as it will be noted that the first rental payment is due on March 1st. next.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

LIST OF VOTING MEMBERS OF SQUAMISH BAND OF INDIANS VANCOUVER AGENCY,B.C., SHOWING NAMES OF A MAJORITY OF VOTES TAKEN FOR A SURRENDER OF LOTS NO. 2,3,6, 7,8 and 10, IN THE INDUSTRIAL SUBDIVISION OF THE SEYMOUR CREEK INDIAN RESERVE NO.2. BURRARD INLET, B.C. , FOR LEASE TO W. J. TIMLICK AND MESSRS. CASCADE ROCK AND GRAVEL COMPANY LTD. OF VANCOUVER, RESPECTIVELY. SURRENDER TAKEN BY AUTHORITY OF DEPARTMENTAL LETTER NO. 11,167-3, dated MAY 20th. 1927. MEETINGS HELD AT SQUAMISH MISSION RESERVE NO. 1. ON OCTOBER 12th. 1927, and December 16th. 1927.

	NAME	PRESENT	ABSENT	FOR	AGAINST
1.	Julian August	1		1	
2.	Billy August	1		1	
3.	Chief Andrew	1		1	
4.	Austin Annias		1		
5.	Charlie Antone	1		1	
6.	John Antone	1		1	
7.	Moses Billy		1		
8.	William Baker,Jr.		1		
9.	William Baker,Sr.		1		
10.	Henry Baker,		1		
11.	Ambrose Baker	1		1	
12.	Robert Baker		1		
13.	Chief Frank Baker	1		1	
14.	Gus Band		1		
15.	John Baptiste	1		1	
16.	Chief Charlie	1		1	
17.	Old Cronie	1		1	
18.	Dominic Charlie		1		
19.	Basil Charlie	1		1	
20.	Patrick Cells		1		
21.	Fred Corkill	1		1	
22.	Tom Cole		1		
23.	Dave Cole	1		1	
24.	Edward Cole		1		
25.	Harry Discon	1		1	
26.	William Discon	1		1	
27.	Jimmy Dick		1		
28.	Charlie Douglas		1		
29.	Jimmy Frank		1		
30.	Denny Jack		1		
31.	August George	1		1	
32.	Peter Gonzales	1		1	
33.	Johnny Gonzales	1		1	
34.	Tommy Dominic	1		1	
35.	Joe Harry		1		
36.	Dick Isaac	1		1	
37.	Tommy Johnson,Sr.	1		1	
38.	Fred Johnson		1		
39.	Tommy Johnson,Jr.		1		
40.	George Johnson		1		
41.	Chief Matthias Joe	1		1	
42.	Albert Julian	1		1	
43.	August Jack.		1		
44.	Peter John	1		1	
45.	Chief Jimmy Jimmy	1		1	
46.	Dan Jacob		1		
47.	Chief Edward Joseph	1		1	
48.	Isaac Jacob		1		
49.	Chief Henry Jack	1		1	
50.	Chief Moses Joseph	1		1	
		28	22	28	

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

	NAME	PRESENT	ABSENT	FOR	AGAINST
	Forward -	28	22	28	
51.	George Johnny	1		1	
52.	Alex Julian	1		1	
53.	Stanley Joseph		1		
54.	Tommy Moses	1		1	
55.	Jacob Louie	1		1	
56.	Arthur Gonzales	1		1	
57.	Christie Louie	1		1	
58.	Andrew Louie		1		
59.	Dave Lock		1		
60.	Denny Mack	1		1	
61.	Gabriel Moody		1		
62.	Harry Moody	1		1	
63.	Timothy Moody	1		1	
64.	Benito Meranda	1		1	
65.	Louie Meranda		1		
66.	Moses Gus		1		
67.	Andrew Nattrell		1		
68.	Billy Newman	1		1	
69.	Henry Newman	1		1	
70.	William Nahinee	1		1	
71.	Edward Nahinee	1		1	
72.	Billy Pierre		1		
73.	Isodore Pierre		1		
74.	Denny Paull	1		1	
75.	Andrew Paull		1		
76.	Dan Paull		1		
77.	Dennis Rivers	1		1	
78.	Charlie Stewart		1		
79.	Old Tommy		1		
80.	Blind George Tommy		1		
81.	James Reid		1		
82.	Napoleon Moody	1		1	
83.	Chief George Williams	1		1	
84.	Old Williams		1		
85.	Alphonse Williams	1		1	
86.	Billy Williams, Jr.		1		
87.	Chief Edward Williams,	1		1	
88.	Billy Williams, Sr.	1		1	
89.	Louie Jacob		1		
90.	Joe Isaac, Sr.		1		
91.	Jim August	1		1	
92.	Moses Antone		1		
93.	Abraham Baker		1		
94.	Gus Douglas		1		
95.	Frederick George		1		
96.	Dennis Lacket Joe	1		1	
97.	Achille Mack		1		
98.	William Nahinee, Jr.	1		1	
99.	Stephen Joseph		1		
100.	Joe Thomas		1		
101.	Benjamin Nahinee		1		
102.	Tommy Findlay		1		
103.	Elvie Andrew		1		
104.	Edward Charlie		1		
105.	Anderson Mack	1		1	
106.	Dominic Baker	1		1	
107.	Michael Discon		1		
108.	Benjamin Newman	1		1	
109.	Earl Newman	1		1	
110.	George N. Moody	1		1	
111.	Joseph Baker		1		
112.	Henry George		1		
		57	55	57	

Certified Correct.

P. A. McRae

Indian Agent,
Vancouver Agency, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11 167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JAN 17 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

January 12, 1928.

LANDS BRANCH
JAN 18 1928

1/40

Lands

Sir:

In accordance with instructions by letter No. 11,167 - 3, dated May 20th. last, I have the honour to transmit herewith duplicate forms of surrender by the Squamish Band of Indians of lots numbers Two, Three, Six, Seven, Eight and Ten, in the industrial subdivision of the Seymour Creek Reserve No.2., for lease to W. J. Timlick and the Cascade Rock and Gravel Company Ltd, of Vancouver, B.C., respectively. The taking of this surrender has been delayed owing to the absence throughout the fishing season of the largest part of the Squamish Tribe. I held a tribal meeting on October 12th. last where there were ten members short of a majority and I was obliged to wait till December 16th. for a larger meeting to obtain the ten extra signatures when a larger meeting was held, on the occasion of Mr. Commissioner Ditchburn's visit to take a surrender resolution respecting the Kitsilano Reserve No.6.

A list showing the accurate membership of the Band and the votes is also transmitted herewith.

With regard to the proposed leases of the lots, covered by this surrender, to W. J. Timlick and Cascade Rock and Gravel Company Ltd, I would respectfully refer the Department to its correspondence No. 11 167/3- dated 26th. October last in which the parties named above were advised

that delinquent

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

January 12, 1928.

that delinquent royalties on gravel and rental should be paid before any further concession could be granted them by the Department. Rental has now been paid to September 1928, and royalties to June 30th. 1927. Six months' dues remain to be paid by the Cascade Rock and Gravel Company to December 31st. 1927.

It rests with the Department therefore to determine whether or not the leases to these lots now surrendered shall issue before the company has paid in full to December 30th. last.

Your obedient servant,

(C.C.Perry)
Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 11.167-3

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, January 21, 1928.

Memo.

Mr. MacInnes,-

Please prepare memorandum to Council for acceptance of surrender by the Squamish Band of Indians, of Lots Nos. 2, 3, 6, 7, 8 and 10 in the industrial subdivision of the Seymour Creek Indian Reserve No. 2, for leasing.

Officer in Charge.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, January 25, 1928.

11167-3

His Excellency

The Governor General in Council.

The undersigned begs to submit herewith a surrender in duplicate given on the 12th October, 1927 and the 16th December, 1927, by the Squamish Band of Indians residing in the Seymour Creek Indian Reserve, No.2, in the Province of British Columbia and Dominion of Canada, containing by admeasurement five acres and four-tenths of an acre, more or less, and being composed of:-

Lots numbers Two, Three, Six, Seven, Eight and Ten in the industrial subdivision of the said Seymour Creek Indian Reserve No. 2.

The said surrender having been given in order that the said lands may be leased for the benefit of the said band of Indians by the Department of Indian Affairs.

The said surrender has been duly authorized, executed and attested in the manner required by the 49th Section of the Indian Act and the undersigned would recommend that the same be accepted by Your Excellency in Council, the original surrender to be returned to the Department of Indian Affairs and the duplicate thereof to be kept of record in the Privy Council Office.

Superintendent General of Indian Affairs.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

January 25, 28.

To authorize acceptance of surrender of land consisting of five and four-tenths of an acre, by the Squamish Band of Indians, Seymour Creek Indian Reserve, No. 2, B.C., in order that the same may be leased for their benefit, pursuant to the provisions of Section 49 of the Indian Act.

Reg Referred DH

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

III/3 P.C. 216

Certified to be a true copy of a Minute of a Meeting of the Committee of the Privy Council, approved by His Excellency the Governor General on the 9 TH FEBRUARY 1928

The Committee of the Privy Council have had before them a Report, dated 25th January, 1928, from the Superintendent General of Indian Affairs, submitting a surrender given on the 12th October, 1927 and the 16th December, 1927, by the Squamish Band of Indians residing in the Seymour Creek Indian Reserve, No.2, in the Province of British Columbia and Dominion of Canada, containing by admeasurement five acres and four-tenths of an acre, more or less, and being composed of:

> Lots numbers Two, Three, Six, Seven, Eight and Ten in the industrial subdivision of the said Seymour Creek Indian Reserve No.2.

The said surrender having been given in order that the said lands may be leased for the benefit of the band of Indians by the Department of Indian Affairs.

The Minister recommends, as the said surrender has been duly authorized, executed and attested in the manner required by the 49th Section of the Indian Act, that it be accepted by Your Excellency in Council.

The Committee concur in the foregoing recommendation and submit the same for approval.

Clerk of the Privy Council.

The Honourable

the Superintendent General of Indian Affairs.

Original placed on Document File for Seymour Creek #2 16-9-69

P.C. 216 Registered as 15231

Surrender 1024 registered as 15226

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11,167-3A.

Ottawa, February 17, 1928.

Sir,-

I beg to inclose for registration in your Department a surrender given on the 12th October, 1927, and the 16th December, 1927, by the Squamish Band of Indians, of Lots 2, 3, 6, 7, 8 and 10 in the industrial subdivision of the Seymour Creek Indian Reserve No. 2, which surrender has been given in order that the said lands may be leased for the benefit of the Band. The said surrender has been approved by Order of His Excellency the Governor General in Council, dated the 9th ultimo.

Enclosure.

Kindly return the document to this Department with a certificate of registration endorsed thereon.

Your obedient Servant,

A. F. MacKenzie.
Acting Assistant Deputy & Secretary.

Thos. Mulvey, Esq., B.A., K.C.,
Under-Secretary of State,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DS/HW

801.

DEPT. OF INDIAN AFFAIRS
MAR 26 1928
RECORDS

Ottawa, March 23, 1928.

Lands

Secures 146 & 147

Entd No. 1024

Sir,-

Referring to your letter of the 17th ultimo, No.11,167-3A., I have the honour to return to you, herewith, duly endorsed as to registration, a surrender by the Squamish Band of Indians of certain land in Seymour Creek Indian Reserve No. 2.

I have the honour to be,

Sir,

Your obedient servant,

Under-Secretary of State.

The Secretary,

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 381

Duplicate for Department.

$ 400.00

The Royal Bank of Canada

Bank of

VANCOUVER, B.C. OCT 26 1928 192

Received from CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of FOUR HUNDRED DOLLARS

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. 84 C50350

Pro. Manager.

Folio 165 Vol. II

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PRESIDENT AND GENERAL MANAGER
WILL ELLIS

SECRETARY-TREASURER
W. J. TIMLICK

Cascade Rock and Gravel Co., Ltd.

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C. P. R. TRACKS
PHONE: SEYMOUR 9246

March 22nd,1928.

Mr.C.C.Perry,
Department of Indian Affairs,
739 Hastings St. West,
Vancouver,B.C.

Dear Sir:-

Enclosed please find cheque for $400.00 approximate amount of royalty up to December 31st,1927.

Our Mr. Timlick will return from his vacation some time next week and will make up a statement for 1927 with an affadavit according to the conditions of the lease and send you the balance of payment, if any.

Kindly hurry up the leases on Lots 2 and 3 as it is very necessary for us to make a railway spur through this property as early as possible to enable us to operate from the channel and also to make connection to the Whalen Saw Mill property.

Thanking you in anticipation, we remain,

Yours truly,

Cascade Rock & Gravel Co.Ltd.

Per.....
Pres. & Gen.Manager.

WE/R.
Encl.Cheque.

VANCOUVER INDIAN OFFICE

Rental paid to 15 Sep 28.
Royalty. 30 June 27
+ $400. on acct.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
APR 2 1928
RECORDS

1/140.

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

March 23, 1928.

R

Sir:

With further reference to Departmental letter No. 11 167/3, dated October 26th. last, on the subject of the lease of Messrs. Cascade Rock & Gravel Co. Ltd., in Seymour Creek Reserve No.2. of Squamish Band, B.C., I have the honor to transmit herewith a letter received from this company dated March 22nd. covering a remittance of $400.00 as advance on royalty on gravel due for the December quarter 1927, subject to a statutory declaration of quantity at a later date.

Kindly note that the Company is anxious to have possession of the leases being held by the Department pending these payments, to lots 2 and 3 in the industrial subdivision of this reserve. It will now be in order to issue these leases, also leases to lots 6, 7, 8 and 10 to W. J. Timlick, - all to be handed over upon advance rental payments being made.

Draft No. 381 for $400.00 is also enclosed herewith.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CLASS OF SERVICE DESIRED	
Day Message	X
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

CANADIAN NATIONAL TELEGRAPHS

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RECEIVER'S NO.	TIME FILED	CHECK
		File No. 111673.

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, April 11, 1928.

C. C. Perry
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Re letter twenty third ultimo advise Cascade Rock and Grave Company that leases will issue following full payment Royalty to thirty first December last

Charge D. I. A.

Duncan C. Scott.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

WILL ELLIS
PRES. AND MAN.-DIR.

ALF. ELLIS
VICE-PRES

W. J. TIMLICK
SEC.-TREAS.

PHONES—
OFFICE: SEY. 9246
SHOPS: SEY 1144
PLANT NO. 2: NORTH 1363

OFFICES, PLANT NO. 1 AND SHOPS:
FALSE CREEK WHARF

PLANT NO. 2:
SEYMOUR RESERVE
NORTH VANCOUVER

ELLIS-COTTON LIMITED

GENERAL CONTRACTORS

Vancouver, B.C.,

April 5th,1928.

Miss G.Gorrell,
Department of Indian Affairs,
Ottawa,Que.

Dear Gertie:-

We have applications in for Lots 2,3, 6,7,8 and 10- Seymour Indian Reserve #2.

We cannot go ahead with our railway spur until these lots have been passed in Ottawa and papers forwarded to Mr. Perry here.

The lease of these lots has been approved by the Indian Council and we are only waiting formality of having them passed at Ottawa. Please take this matter up with Mr. Scott and see if it is not possible to have them hurried through, as we have a considerable sized contract for filling which we cannot do until we get the track in over these lots.

With best regards from all of the family,

Yours most sincerely,

Per. Miles P Cotton

MPC/R.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PRESIDENT AND GENERAL MANAGER
WILL ELLIS

SECRETARY-TREASURER
W. J. TIMLICK

Cascade Rock and Gravel Co., Ltd.

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C. P. R. TRACKS
PHONE: SEYMOUR 9246

March 16/28

Mr.C.C.Perry,
Department of Indian Affairs,
739 Hastings St.West,
Vancouver,B.C.

Dear Sir:-

Enclosed please find cheque for $500.00 on our royalty account, being the approximate amount due up to September 30th,1927.

I was under the impression that this cheque had been forwarded to you some time ago and am very sorry that this was overlooked.

Further to our telephone conversation, it is understood that from now on we will forward you a cheque on account every three months and at the end of our fiscal year after our books have been audited, the Secretary-Treasurer will render a final statement with an affadavit and will forward you a cheque for the remaining balance. Our books have been audited and you may expect a final statement up to December 31st,1927 as soon as our Mr.Timlick returns from his vacation.

Yours truly,

CASCADE ROCK & GRAVEL CO.LTD.

Per. Will Ellis
Pres.& Man.Director.

WE/R.
Encl.Cheque.

VANCOUVER INDIAN AGENCY

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 380

Duplicate for Department.

$ *500 00

Bank of

192

Received *from.* CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of FIVE HUNDRED DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd.

Pro. Manager.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

MAR 29 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

March 16, 1928.

1140

Sir:

I beg to refer to Correspondence No. 11 167/3, dated 26th. October last, relating to the lease of land in favor of Messrs. Cascade Rock and Gravel Company and W. J. Timlick in the Seymour Creek Reserve No.2. of the Squamish Band of Indians.

In this connection I beg to point out that no payments of royalty have been made by these people up to today on gravel removed from the reserve since June 30th. last when payments fell due which were paid in December 1927. On March 31st. instant, nine months' royalties will be due the Department on materials taken from the Reserve.

I today asked Commissioner Ditchburn to request payment of dues and as a result of Mr. Ditchburn's request the company has paid the sum of $500.00 on account of gravel removed to September 30th. last. The remittance was accompanied by the letter enclosed herewith which will be self-explanatory.

Lch. Bs. 12/4/28

In view of the promises made in this letter and the position of the Company as stated therein, and after consultation by me with the Commissioner, I would now recommend that the leases for other lots in this reserve which have been approved by the Squamish Council and the Department, be forwarded for execution, when the parties concerned will be called upon to pay the advance rentals due thereunder. This recommendation has the approval of Mr. Commissioner Ditchburn.

Bank Draft No.380 for the sum of $500.00 is also sent herewith.

Your obedient servant,

(C.C.Perry) INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 11,167-3A.

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, April 13, 1928.

Memo.

Approved

Deputy Superintendent General.-

All necessary information having been furnished, supported by the approval of Mr. Inspector Ditchburn and Mr. Agent Perry, I would recommend issue of leases covering lands in industrial Sub-division of Seymour Creek Indian Reserve No.2, to the following parties:

Cascade Rock and Gravel Company, Limited for Lots Nos. 2 and 3, 2.2 acres, at an annual rental of $330.00 per annum, payable yearly in advance.

W. J. Timlick for Lots Nos. 6,7,8 and 10, 3.2 acres, at an annual rental of $520.00, payable yearly in advance.

The leases are to be for a term of 10 years from 15th April, 1928, renewable for a similar term, at termination of first period, rental to be readjusted on basis of re-valuation.

Officer in Charge.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CLASS OF SERVICE DESIRED
Day Message
Day Letter
Night Message
Night Letter
Patrons should mark and cite the class of service OTHERWISE THE M[illegible] WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

CANADIAN NATIONAL TELEGRAPHS

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RECEIVER'S NO.	TIME FILED	CHECK
		File 11,167-3A.

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, April 14, 1928.

Miles P. Cotton,
Ellis-Cotton, Limited,
Vancouver, B. C.

Referring your letter fifth instant, to Miss Gorrell, Deputy Minister has approved and leases will issue forthwith.

A. F. MacKenzie.

(Charge D. I. A.)

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of the [illegible] symbols appears after the check (number of words) this is a day message. Otherwise its [illegible] is indicated by the s[illegible] appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RA23 [illegible] 1928 APR 14 AM 1 00

VANCOUVER BC 13

DR DUNCAN C SCOTT 682

DEPUTY SUPT GENL OF INDIAN AFFAIRS OTTAWA ONT

ANSWERING YOUR TELEGRAM ELEVENTH INSTANT CASCADE ROCK AND GRAVEL COMPANY HAS MADE FULL PAYMENT UNDER DECLARATION TO DECEMBER END LAST ISSUE ON LEASES NOW IN ORDER COMPANY WOULD APPRECIATE EARLY ACTION

CHARLES C PERRY.

looked at

FORM 612

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

11167-3A.

Ottawa, April 17, 1928.

Sir,-

Referring to your letter of the 16th ultimo and prior correspondence, I enclose leases, in triplicate, in favour of Cascade Rock and Gravel Company, Limited, and Mr. W. J. Timlick, covering ~~lands on the Upper Sumas Indian Reserve,~~ for signature and, thereafter, to be returned to the Department for final execution.

Landson Seymour Creek Ind Res. No 2.

In regard to lease in favour of Cascade Rock and Gravel Company, Limited I would call attention to Resolution submitted with your letter of the 26th ultimo and say that the sum of $300.00 for improvements should be paid over prior to execution of lease. In regard to the closing paragraph I would ask you to be good enough to report fully, when returning leases, as, in view of the fact that the lands covered by said lease were duly surrendered, it is not clear just what was the intention conveyed. It would seem that, under such conditions, the rental would go to the credit of Band Funds.

Enclosures.

Your obedient servant,

J. C. Caldwell
In Charge Land and Timber Branch.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

MINUTE OF REGULAR MEETING OF SQUAMISH INDIAN COUNCIL, NORTH VANCOUVER, B.C., HELD AT MISSION RESERVE NO. 1 ON THURSDAY, MARCH 15th. 1928. INDIAN AGENT C.C. PERRY, PRESIDING, MR. ANDREW PAUL ACTING AS INTERPRETER. CHIEFS PRESENT WERE:- G. WILLIAMS, ANDREW, CHARLIE, JIMMY, EDWARD JOSEPH, MATTHIAS JOE, H. JACK, ED WILLIAMS, GUS BAND, MOSES JOSEPH, FRANK BAKER. THERE WERE ALSO 35 VOTING MALE MEMBERS AND 14 WOMEN PRESENT TO LISTEN TO THE PROCEEDINGS.

The following resolution was

Moved by Councillor Gus Band.
Seconded by Chief Moses Joseph.

17 That the Council approves of the lease of Lot No. ~~27~~ in the industrial subdivision of Seymour Creek Reserve No. 2. containing 1½ acres to Mr. W.R. Spicer, of Lynnmour, B.C. in accordance with his application dated March 15th. 1928, for purposes of a small sawmill, for a term of ten years with option of renewal on the following terms:-

1. Rental to be paid in advance each year for the first ten years, at ten percent of the assessed value of the lot which is $2000.00 per acre - $300.00 per year, payment to commence upon the granting and delivery of the lease;

2. Rental for the renewed or second term to be ten per cent of a revaluation of the lot to be made at the expiration of the first ten years' term. Said rental shall not be less than fifty per centum (50%) increase of the rental paid per annum for the first ten-year term, and shall be more than said 50% proportionately in so far as a revaluation of said lot shall determine the increase.

The Council agrees to the surrender of this lot for the purpose of leasing under the terms here stated.

CARRIED UNANIMOUSLY.

I hereby certify that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

.....
(C.C. Perry) INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Lynnmour P.O.

Vancouver, B.C.,

March 15, 1928.

C. C. Perry, Esq.,
Indian Agent,
Vancouver, B.C.

Dear Sir:

I beg to make application to lease Lot No. 17. in the industrial subdivision of the Seymour Creek Indian Reserve No.2. of the Squamish Band of Indians located on Burrard Inlet, B.C., for the purposes of a small saw and planing mill. The lease is desired for a term of ten years with the privilege of renewal for a further term or terms. I will be willing to pay rental at the rate of ten percent of the present assessed value of the property, this rental to be applicable for the full term of ten years, and thereafter any increase in rental on this lease is not to exceed fifty percent of the rental charged per annum for the first period.

Please advise me in due course if this application meets with the approval of the Squamish Indian Council and of the Department.

Yours respectfully,

W. R. Spicer

(W. R. Spicer)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
APR 4 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

1/140.

March 30, 1928.

Lands

Sir:

I have the honor to transmit herewith an application of W. R. Spicer, of Lynnmour Post Office, B.C., to lease Lot No. 17, containing 1½ acres in the industrial subdivision of the Seymour Creek Reserve No.2. of the Squamish Band, B.C.

In this matter a resolution of the Squamish Council approving of the grant of a lease is submitted herewith and will be self-explanatory. The same is recommended to the favorable consideration of the Department.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13,167-50.

Department of Indian Affairs

Canada

Lands and Timber Branch

DEPT. OF INDIAN AFFAIRS
APR 13 1928
SURVEYS

Ottawa, April 12, 1928.

Memo.

Surveys.-

Please prepare description for surrender of Lot No. 57 in the Industrial Subdivision, Seymour Creek Indian Reserve No. 2, as described in copy of resolution herewith.

Officer in Charge.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Ottawa, 14th April 1928

Description for surrender

All that parcel of land situate in the Seymour Creek Indian reserve number Two, in the District of New Westminster, Province of British Columbia and Dominion of Canada, being composed of and comprising Lot number Seventeen, as shown on a plan of Seymour Creek Indian reserve number Two, as surveyed by J. Roger Burns, dated 26th March 1926, of record in the Surveys Branch of the Department of Indian Affairs under number B.C.317 and containing one and a half acres, more or less.

MRW file

This description cannot be used in the lease.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Ottawa, 14th April 1928

Description for surrender

All that parcel of land situate in the Seymour Creek Indian reserve number Two, in the District of New Westminster, Province of British Columbia and Dominion of Canada, being composed of and comprising Lot number Seventeen, as shown on a plan of Seymour Creek Indian reserve number Two, as surveyed by J. Roger Burns, dated 26th March 1926, of record in the Surveys Branch of the Department of Indian Affairs under number B.C.317 and containing one and a half acres, more or less.

M. White

This description cannot be used in the lease.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPT. OF INDIAN AFFAIRS
APR 19 1928
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

April 13, 1928.

1140

Sir:

I beg to refer to Departmental letter dated August 19th, 1927, No.11167-3, with reference to the proposed lease covering a portion of Seymour Creek Reserve No.2. of the Squamish Band of Indians for the purpose of removing gravel. I would thank the Department to be good enough to advise me whether or not this lease is being proceeded with as the applicant has made several enquiries concerning the same. It is thought that the payment of rental due should commence on the date when the lease is formally issued.

Letter Sent 17-4-28

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C. P. R. TRACKS
PHONE: SEYMOUR 9246

Cascade Rock and Gravel Co., Ltd.

DEALERS IN

SAND, GRAVEL AND CRUSHED ROCK

VANCOUVER, B. C., April 13th.1928 192

Department of Indian Affairs
739 Hastings St. W.
City

TERMS: NET CASH

Statement of Material excavated from our Lease on Seymour Indian Reserve No. 2 for the period from July 1st.1927 to Dec. 31st. 1927.

1927 July	31	By Amount excavated for Mo. of July..	3884½ Cu. Yds.	
Aug.	"	" " " " " " Aug.	4350 " "	
Sept.	30	" " " " " " Sept.	7082 " "	
Oct.	31	" " " " " " Oct.	3952 " "	
Nov.	30	" " " " " " Nov.	4744 " "	
Dec.	31	" " " " " " Dec.	1395½ " "	
		Total	25,408 cu. Yds	
		25,408 Cu. Yds Material	@ .06	$ 1524.48
1928 Mar	16	To Cheque on account	$ 500.00	
"	22	" " " "	400.00	
Apr.	13	" " enclosed	624.48	
			$ 1524.48	$ 1524.48

Exibit A
Robert M Edgar
a Notary Public in and for the
Province of British Columbia

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 22—Statutory Declaration 1000-7-27

Bindon's Limited, Law Printers and Stationers Vancouver, B. C.

Dominion of Canada

Province of

To Wit:

In the Matter of

Cascade Rock and Gravel Co.Ltd. and the Department of Indian Affairs.

I, William James Tinlick of the City of Vancouver in the Province of British Columbia

Do Solemnly Declare that I am the Secretary-Treasurer, of the Cascade Rock and Gravel Co.Ltd. and that the attached statement is a true statement of the material excavated from our Lease on Seymour Indian Reserve No.2. for the period from July 1st.1927. to December 31st.1927. and marked Exhibit "A". and attached to this affidavit.

And I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at City of Vancouver in the Provine of British Columbia this Thirteenth day of April A. D. 1928.

W. J. Tinlick

Robert McEdgar

A Notary Public in and for the Province of British Columbia

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

April 24, 1928.

1/140

Sir:

I have the honor to transmit herewith statement dated April 13th. instant, together with a statutory declaration with respect to gravel and sand material removed from the Seymour Creek No. 2. Reserve of the Squamish Band of Indians under Departmental lease to the Cascade Rock and Gravel Co., Vancouver, to December 31st. 1927, together with bank draft No. 391 for the sum of $624.48 being royalty thereon due the Squamish Band of Indians.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Lease 125. Folio 165
Vol II B.C. Leases.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 391

11-167 F3

APR 30 1928

Duplicate for Department.

$ *624 48/100

THE ROYAL Bank of CANADA

192

Received from CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of SIX HUNDRED AND TWENTY FOUR 48/100 DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

MAY 2 1928

Signed in Triplicate,

Ent'd. £54 Folio 165 Vol II

Pro. Manager.

E 50261

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3A

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 22 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

1140

May 12, 1928.

Sir:

I have the honour to refer to Departmental letter 11167-3A, dated April 17th. ultimo, enclosing leases in triplicate in favor of Cascade Rock and Gravel Co. Ltd. and Mr. W. J. Timlick covering lands in the Seymour Creek Indian Reserve No. 2. of the Squamish Band of Indians, for signature and, thereafter, to be returned to the Department for final execution. In this matter I would point out that a mistake has been made in referring to the these lands, these being described as being on the Upper Sumass Indian Reserve.

I now beg to transmit herewith the leases referred to which have been signed by the parties mentioned, although in the case of the lease of the Cascade Rock and Gravel Company the signatures of the Company have been placed where that of the Deputy Superintendent General should be and this having been done, and should it not be the wish of the Department to accept them as they are now it may be necessary for the Department to send me a new sheet.

I would further call attention to the 13th, 14th, 15th. and 16th. lines of page 2 of the lease of Mr. Timlick, and the 11th, 12th, 13th. and 14th. lines of page 2 of the lease of the Cascade Rock and Gravel Company Ltd. which I think should be eliminated, it not being the intention of either party to remove gravel from the lots but to acquire them for industrial purposes only. The lots are flat and to allow any excavation by the removal of gravel material therefrom would spoil the appearance and general utility of the property.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Accompanying

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

May 12th. 1928.

Accompanying these leases please also find a requisition for the return of the sum of $250.00 of the money paid by the Cascade Rock and Gravel Co. for Mrs. Alphonse James, whose house is being acquired under this lease and ~~for~~ which they have paid for in accordance with a resolution of the Squamish Indian Council dated March 18th. 1927, under which the application of the applicant Company was considered and dealt with.

A further sum of $50.00 is due to the estate of the late Little George, a Squamish Indian who died many years ago, and which estate has not yet been cleared up. I would suggest that this portion of the Company's payment be held by the Department in the Squamish Trust Account until such time as the Squamish Council has passed a resolution regarding the matter of this estate when the amount can be drawn on if necessary.

In addition to the foregoing, Bank Draft No. 402 for the sum of $630.00, representing the payment of the Cascade Rock and Gravel Co. Ltd. and Draft No. 403 representing the payment of Mr. W. J. Timlick, are enclosed herewith. The amount of Draft No. 402 is made up as follows:

Rental due under lease,	$330.00
House of Mrs. Alphonse James,	250.00
House of Estate of Little George,	50.00

The question also of the apportionment of the rental of the lots under lease will also be dealt with later on by the Squamish Council and this can be held in the Squamish Trust Funds in the meantime.

Your obedient servant,

(C.C.Perry)
Indian Agent.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3A.

Ottawa, June 6, 1928.

CH

Sir,-

Referring to your letter of the 12th ultimo I enclose, for the usual disposition, Leases Nos. 146 and 147, duly amended as suggested, in favour of Cascade Rock and Gravel Company, Ltd., and Mr. W. J. Timlick, respectively, covering lands on Seymour Creek Indian Reserve.

Enclosures.

HPD

Your obedient servant,

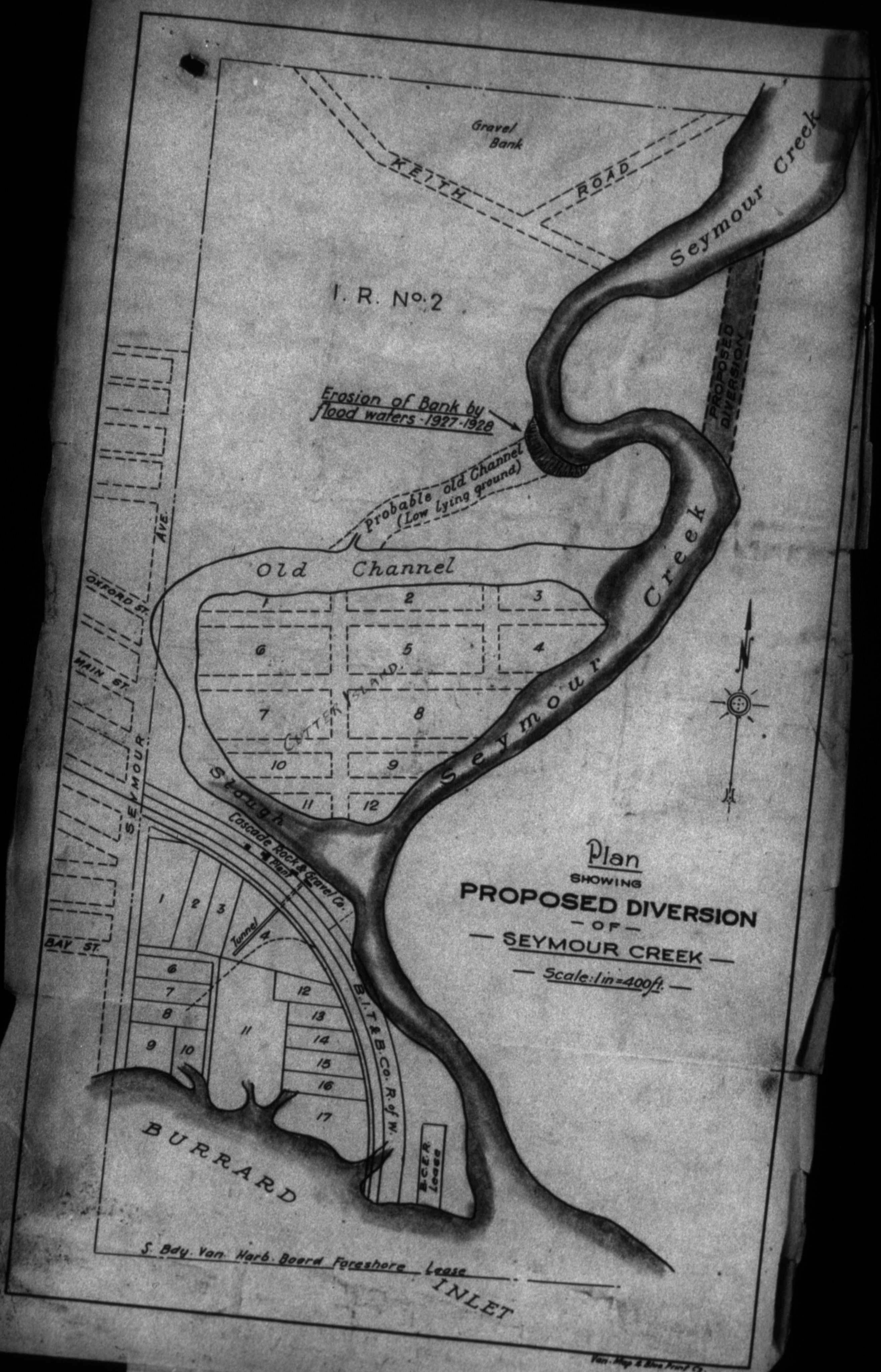
J. C. Caldwell
In Charge Lands and Timber Branch.

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA


Plan
SHOWING
PROPOSED DIVERSION
— OF —
— SEYMOUR CREEK —
— Scale: 1 in = 400 ft. —
Gravel Bank
KEITH ROAD
Seymour Creek
I. R. No. 2
PROPOSED DIVERSION
Erosion of Bank by flood waters - 1927-1928
Probable old Channel (Low lying ground)
Old Channel
Seymour Creek
CUTTER ISLAND
Slough
Cascade Rock & Gravel Co. Plant
Tunnel
B.C.E.R. Lease
BURRARD INLET
S. Bdy. Van. Harb. Board Foreshore Lease
SEYMOUR AVE.
OXFORD ST.
MAIN ST.
BAY ST.
N

PRESIDENT AND GENERAL MANAGER
WILL ELLIS

SECRETARY-TREASURER
W. J. TIMLICK

Cascade Rock and Gravel Co., Ltd.

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C.P.R. TRACKS
PHONE: SEYMOUR 9246

May 28th,1928.

The Cascade Rock & Gravel Co.Ltd.,
False Creek,
Vancouver,B.C.

Dear Sirs:-

"Attention Mr.W.Ellis."

On investigating the effect of the light floods of this Spring on Seymour Creek I find that the cutting of the bank in the loop below Keith Road is continuing and in my opinion has reached a dangerous stage. Another heavy flood might break through, throwing the main stream into the old channel behind Cutter Island. If this should occur your Plant would be left in a very dangerous position owing to the likelihood of further floods cutting in behind the bunkers.

As a protective measure I would recommend for your serious consideration the cutting of the channel to straighten out the Creek above Cutter Island as shown on the attached plan and would further strongly recommend that the work be done this Season.

Yours truly,

Per G.H.Barnett
Consulting Engineer.

GHB/R.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

PRESIDENT AND GENERAL MANAGER
WILL ELLIS

SECRETARY-TREASURER
W. J. TIMLICK

Cascade Rock and Gravel Co., Ltd.

DEPT. OF INDIAN AFFAIRS
JUN 16 1928
RECORDS

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE:
DUE SOUTH PENDER STREET AND C.P.R. TRACKS
PHONE: SEYMOUR 9246

June 11th,1928.

(Copy Mailed to Department of Indian Affairs,
Vancouver,B.C.)

DEPT. OF INDIAN AFFAIRS
JUN 18 1928
SURVEYS

The Department of Indian Affairs,
Ottawa.

Dear Sirs:-

I am enclosing herewith a copy of report from our Consulting Engineer,Mr.G.H.Burnett, along with a plan which explains the seriousness of the condition that exists in the big bend above our Plant.

While this is a very serious matter for us if during freshet time the stream should break through, I wish to point out to you that the Indian Department would also lose a lot of very valuable property and as a matter of fact they are losing a considerable amount every time there is a flood in the river. There is a certain amount of water running through the low lying ground all the time so that you can see it is quite important that something be done in connection with this matter as early as possible.

We are agreeable to go ahead and make this proposed diversion which I have no doubt will solve the difficulty providing your Department would pay half the cost and also give us an undertaking that they will not issue any gravel leases on the River bed, anywhere upstream from our Plant.

As you know we have an investment of nearly $150,000.00 in the Cascade Rock & Gravel Plant at the present time and our business is increasing every year, thereby increasing the revenue to the Indian Department and inasmuch as your Department and ourselves are more or less partners in this business we think it only fair that no other gravel leases should be issued that might prove detrimental to us.

At the present time we have a basin dug in front of our Plant that catches all the material that flows down the River in freshet time and if another outfit should get a lease upstream from our Plant you can very easily see that they might put our

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PRESIDENT AND GENERAL MANAGER
WILL ELLIS

SECRETARY-TREASURER
W. J. TIMLICK

Cascade Rock and Gravel Co., Ltd.

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C. P. R. TRACKS
PHONE: SEYMOUR 9246

The Department of Indian Affairs,
739 Hastings St.West,
Vancouver,B.C.

Plant out of business by digging a hole and catching the material before it gets to our property.

Thanking you in anticipation, we remain,

Yours truly,

CASCADE ROCK & GRAVEL CO.LTD.

Per.....Will Ellis.....
Pres.&Gen.Manager.

WE/R.
Encl.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-5A

Ottawa, 18th June 1928

Sir,-

The Cascade Rock and Gravel Company have under date of the 11th instant requested the Department to consider the diversion of the channel at Seymour Creek, in order to prevent continued erosion at the time of the spring freshets which it is thought will ultimately return the creek to the old channel.

The Company is being requested to supply you with the information contained in the above mentioned letter and to supply the Department with an estimated statement of cost, which information the Company will also forward to you. When you have received this, I have to request that you supply the Department with an expression of your views on the advisability of sharing in the undertaking.

Your obedient servant,

(T.R.L.MacInnes)
Acting Assistant Deputy and Secretary.

W.E.Ditchburn Esq.,
Indian Commissioner,
Victoria, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

11167-5

LANDS BRANCH
JUN 19 1928

Ottawa, 18th June 1928

Sirs,-

I have received your letter of the 11th instant enclosing copy of report of your Consulting Engineer, in which he recommends the diversion of the channel at Seymour Creek. in order to prevent the continued erosion of the creek bank into the reserve, which he considers would ultimately cause the creek to return to the old channel.

Your letter and the Engineer's report both omit to give any estimate of cost of the proposed diversion. Before making a decision in the matter, the Department will require to be supplied with a careful estimate of the cost of this work. This estimate should of course not only include the actual cost of construction but also an estimate of the cost of acquiring the land for the new channel and the right to divert the stream through the said property.

I have to ask you to be good enough to supply the Indian Commissioner, Mr. W. E. Ditchburn, Victoria, B.C., with the information contained in your letter of the 11th instant and when replying to my letter of this date, please supply him with a copy for his information.

Your obedient servant,

(T.R.L. MacInnes)
Acting Assistant Deputy and Secretary.

The Cascade Rock & Gravel Co, Ltd.,
Vancouver, B.C.

over

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

11167-3

DEPT. OF INDIAN AFFAIRS
JUN 21 1928
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

June 16, 1928.

Filed

Sir:

I have the honor to acknowledge receipt of your letter dated June 6th., No. 11167-3A, enclosing for the usual disposition leases No. 146 and 147 in favor of Messrs. Cascade Rock and Gravel Co. Ltd and Mr. W. J. Timlick, respectively, covering lands on Seymour Creek Indian Reserve.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

Poor copy

11167-30

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUN 25 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.;

June 18, 1928.

1140

Sir:

May I refer to my report to the Department dated January 11th., 1928, with documents relating to a proposed lease between Mr. Will Ellis, of Vancouver, and Mr. Andrew Paull, Squamish Indian, with respect to a piece of land in Seymour Creek Reserve No.2.

In this matter the Department held the issuance of several leases applied for by Mr. Ellis and Mr. Timlick in abeyance pending settlement of royalties under a previous lease, but as these royalties and the rentals have been met satisfactorily to the Department's requirements, no doubt the lease contemplated in the present instance will not now be longer held up.

Mr. Ellis has asked that the matter of the lease be given early attention, and I would now recommend that this be done.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

Poor copy

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

1/140.

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

June 19, 1928.

DEPT. OF INDIAN AFFAIRS JUN 25 1928 RECORDS

Sir:

I beg to refer to Departmental letter No. 11,167-3 dated August 19th. 1927, also to my letter of April 13th. last with respect to the delivery to Mr. N. C. Rosenberg of a lease for the removal of gravel and sand material from the Seymour Creek Reserve No.2. of the Squamish Band of Indians. Mr. Rosenberg and associates have been waiting for the lease before commencing the installation of plant for the removal of the material by digging the channel necessary for the diversion of water in an old channel and thereby remove a menace of erosion dealt with in the special report of the Dominion Water Power and Reclamation Service.

In this matter I am advised that it is most desirable that this work should be begun as soon as possible as the last freshet in the Squamish River has done further damage to the bank of the river reported on previously and inspected by Mr. J. C. Caldwell when at the Coast.

I am advised also that unless steps are taken soon to cut the channel there is serious danger of extensive damage being done both to the reserve and to the plant of the Cascade Rock and Gravel Company Ltd., already operating in the Reserve. Messrs. Cascade Rock and Gravel Co. have offered to dig the channel provided the Department will pay half the cost, and on a further unacceptable condition that no further leases be issued for removal of gravel up river above their plant, but the original applicants have undertaken to do the same work without cost to the Department and are only waiting for the lease to commence their work of installing the plant.

It is understood that Mr. Rosenberg and associates are planning to instal a Sauermann overhead cable excavation plant which when operating should increase the revenue of this reserve from sand and gravel as well as remove the obstacles

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

which now

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

Poor Copy

June 19, 1928.

which now seriously threaten additional damage through freshet waters.

I would urge that the lease be granted as early as possible.

If, however, the Department prefers to consider the terms offered by Messrs. Cascade Rock & Gravel Company, Ltd., this course could be considered if the threatening situation complained of can be remedied more speedily.

Your obedient servant,

(C.C.Perry)
Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

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Form 6102, replacing Form 2A-

CLASS OF SERVICE DESIRED	
Day Message	
Day Letter	
Night Message	
Night Letter	

Patrons should sign an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

CANADIAN NATIONAL TELEGRAPHS

HEAD OFFICE, TORONTO, ONT. CHAS. E. DAVIES, ACTING GEN'L MANAGER

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RECEIVER'S NO.	TIME FILED	CHECK
		File 11 167/3-

Send the following message, subject to the terms on back hereof, which are hereby agreed to

C.C.Perry, Esq.,
Indian Agent,
VANCOUVER,
B.C.-

OTTAWA, 15th August, 1928-

Rosenberg lease in preparation (Stop.) state date when same should become effective and collect rental due.

J.D.McLean.

Chge. D.I.A.

Form 6102

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of the three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

11167 3

STANDARD TIME. 1928 AUG 13 PM 10 16

RA570 48 NL

VANCOUVER BC 13

J D MCLEAN

ACTING DEPUTY MINISTER DEPARTMENT OF INDIAN AFFAIRS OTTAWA ONT

KINDLY LOOK UP OUR FILE ELEVEN ONE SIX SEVEN DASH THREE NOTE CORRESPONDENCE FROM PERRY RE LEASE TO ROSENBERG PLEASE TAKE ACTION AT ONCE STOP ALSO LOOK INTO ISSUE OF LEASE TO WILL ELLIS FROM ANDREW PAULL SEE PERRYS LETTER JANUARY ELEVENTH LAST LEAVING FOR LYTTON TOMORROW MORNING

DUNCAN C SCOTT.

DEPT. OF INDIAN AFFAIRS AUG 14 1928 RECORDS

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

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CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these symbols appears after the number of words, this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

11167-3

STANDARD TIME. R

RA105 13 COLLECT NM

VANCOUVER BC 16 1928 AUG 17 AM 5 30

SECY DEPT OF INDIAN AFFAIRS

OTTAWA ONT

REPLYING YOUR WIRE FIFTEENTH ROSENBERG LEASE SHOULD DATE FROM EXECUTION SUGGEST TODAY

C C PERRY.

DEPT. OF INDIAN AFFAIRS AUG 17 1928 RECORDS

Copied

FORM 6124

CLASS OF SERVICE | SYMBOL

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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ARCHIVES PUBLIQUES
CANADA

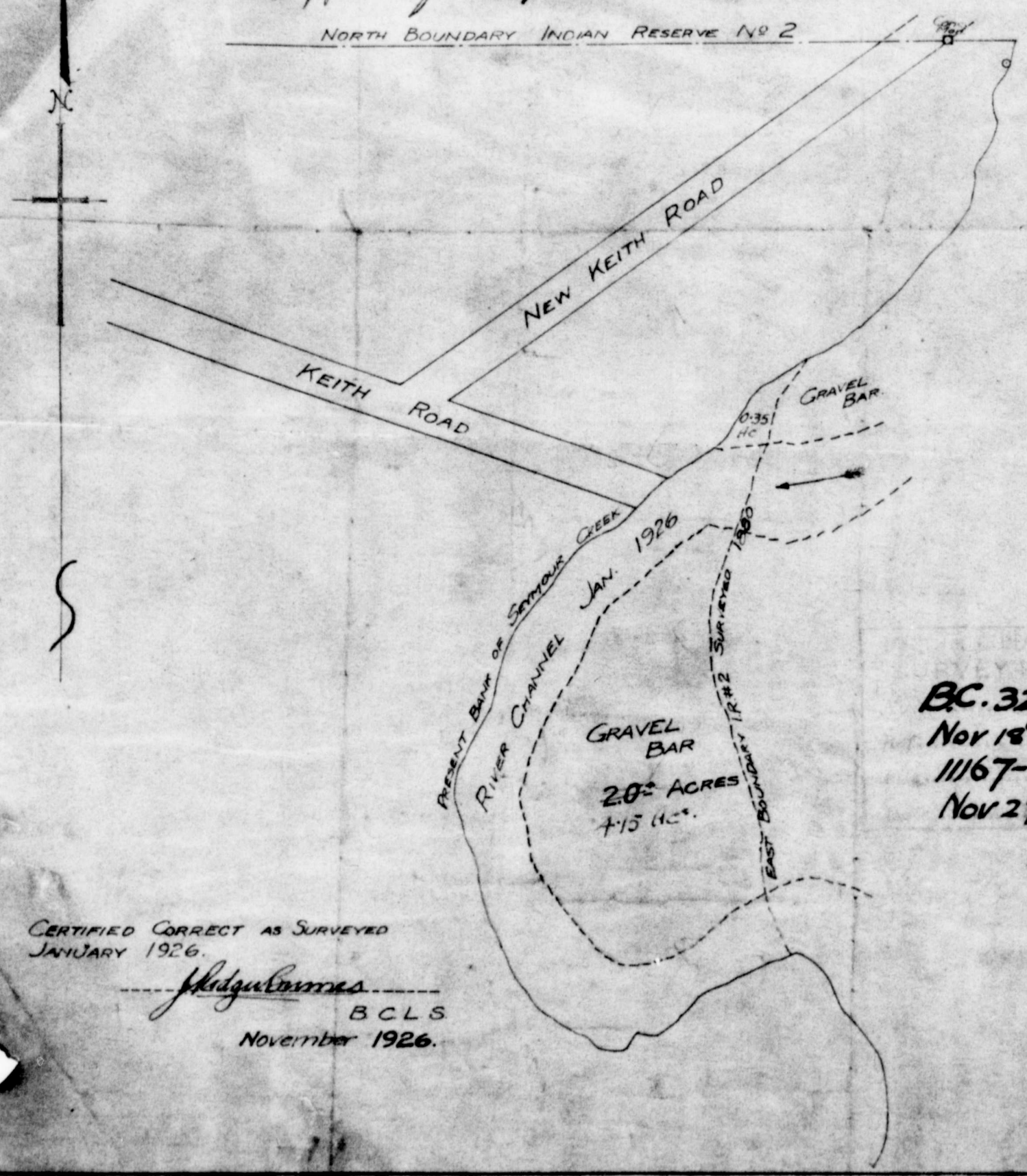
Plan of

The North East Portion of I. R. No 2 Squamish Band

SHOWING GRAVEL BARS

Scale:- 200' = 1 inch

Applied for by R. C. Rosenberg, to Lease.



B.C. 322.
Nov 18TH 1926.
11167-3
Nov 27TH 1926

CERTIFIED CORRECT AS SURVEYED
JANUARY 1926.

J Hedgecombe
B.C.L.S.
November 1926.

B.C. 322.

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Photo Copy

11 167/3-

OTTAWA, 17th August, 1928-

Sir-

WITH ENCLOSURE.

I enclose Lease, in triplicate, in favour of Mr. N. C. Rosenberg for the removal of gravel and sand material from Seymour Creek Reserve No 2, which you will be good enough to have signed and, thereafter, to return to the Department for final execution.

Your obedient servant

In charge Lands & Timber Branch
J.C.Caldwell.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER B.C.

ACCOUNTANTS AUG 1928 BRANCH

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

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File 13,167-50.

(Triplicate)

Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of

The Squamish Band of Indians

resident on our Reserve

in the Province of
——— **British Columbia** ——— and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto OUR SOVEREIGN LORD THE KING, his Heirs and Successors forever, ~~ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the~~
~~in the County of~~ ~~and Province~~
~~of~~ ~~containing by admeasurement~~
~~be the same more or less and being composed of~~

All that parcel of land situate in the Seymour Creek Indian Reserve number Two, in the district of New Westminster, Province of British Columbia and Dominion of Canada, being composed of and comprising Lot number Seventeen, as shown on a plan of Seymour Creek Indian Reserve number Two, as surveyed by J. Roger Burns, dated 26th March 1926, of record in the Surveys Branch of the Department of Indian Affairs under number B. C. 317 and containing one and a half acres, more or less.

Form No. 65

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

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TO HAVE AND TO HOLD the same unto His said Majesty THE KING, his Heirs and Successors forever, in trust to **lease** ——————

the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our Welfare and that of our people

AND upon the further condition that all moneys received from the ——————**leasing**—————— thereof, shall, ~~after deducting the usual proportion for expenses of management,~~ be **paid to us, in the usual way.**

AND WE, the said Chief and Principal men of the said

—————— **Squamish Band of Indians** —————— do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the **leasing of the said land and the disposition of the moneys derived therefrom.**

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

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IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this day of in the year of our Lord one thousand nine hundred and twenty-eight.

Signed, Sealed and Delivered,
IN THE PRESENCE OF

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

File 13,167-50.

August 22, 1928

Sir,-

There has been some delay in dealing with the application of Mr. W. R. Spicer, of Lynnmour P. O., to lease lot 17 in the industrial subdivision of Seymour Creek Reserve No. 2, as the description furnished is not sufficient for leasing purposes. However, in order that the matter may not longer be deferred, it is considered that the description furnished is sufficient for surrender purposes, and surrender documents, in duplicate, are enclosed herewith, in order that you may submit the matter to the Band for consideration.

Enclosures

Should the Band agree to surrender this lot for the purpose stated, you should request the prospective lessees to furnish the Department with a plan and description of the lot in question, both given by a qualified British Columbia Land Surveyor.

A copy of Instructions to Agents is also enclosed, for your guidance in taking surrender.

Your obedient Servant,

J. D. McLean.
Acting Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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13167-50

DEPT. OF INDIAN AFFAIRS
SEP 4 1928
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

August 28, 1928.

1/40

Sir:

I have the honor to acknowledge receipt of Departmental letter dated August 22nd, file 13167-50, covering duplicate surrender documents in connection with the proposed lease of Lot No.17 in the industrial subdivision of the Seymour Creek Reserve No.2. of the Squamish Band to Mr. W. R. Spicer.

In reply I beg to say that it will not be possible to take this surrender until the Indians return from the hop fields and fishing, but the matter will be dealt with at the earliest possible date.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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13167-50

DEPT. OF INDIAN AFFAIRS
SEP 4 1928
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

August 28, 1928.

1/40

Sir:

I have the honor to acknowledge receipt of Departmental letter dated August 22nd, file 13167-50, covering duplicate surrender documents in connection with the proposed lease of Lot No.17 in the industrial subdivision of the Seymour Creek Reserve No.2. of the Squamish Band to Mr. W. R. Spicer.

In reply I beg to say that it will not be possible to take this surrender until the Indians return from the hop fields and fishing; but the matter will be dealt with at the earliest possible date.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

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File No. 11 167/3-

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, 25th August, 1928 192

Memo. to the Acting Deputy-

Approved
Forward
Acting Sec

I beg to recommend the issue of lease to Mr. Will Ellis, covering land on Seymour Creek Indian Reserve, in accordance with agreement submitted under cover of letter, 11th January 1928, by Mr. Agent Perry.

Officer in Charge.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

11167-3A.

Ottawa, August 25, 1928.

Sir,-

I enclose Lease, in triplicate, in favour of Mr. Will Ellis, covering land in Seymour Creek Indian Reserve No.2, for signature and, thereafter, to be returned to the Department for final execution.

Enclosure.

Your obedient servant,

J. C. Caldwell
In Charge Lands & Timber Branch.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver,
B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

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File No. 11,167-3-A

Department of Indian Affairs

Please return to Lands

Canada

Lands and Timber Branch

Ottawa, August 24, 1928.

Memo.

Mr. MacInnes,-

I beg to refer you to memo. addressed to you on the 19th August, 1927, on closed file herewith.

B. Reimer

Acting Officer in Charge.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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Ottawa, August 27, 1928.

11167-3

His Excellency

The Governor General in Council.

The undersigned begs to submit herewith a surrender in duplicate, given on the 22nd day of March, 1927, by the Squamish Band of Indians, in the Vancouver Indian Agency, in the Province of British Columbia, of a parcel of land comprising,-

> Those two portions of the Seymour Creek Indian Reserve number Two, in the Province of British Columbia and Dominion of Canada, containing together by admeasurement four acres and five-tenths of an acre more or less, comprising those two bars of gravel which lie west of the east boundary of the said Indian reserve, as surveyed in 1880, nearly opposite to the Keith Road, as these two bars are shown tinted in pink on a plan of the northeast portion of Indian Reserve number Two, Squamish band, showing gravel bars, certified correct as surveyed, January 1906, by J. Rodger Burnes, British Columbia Land Surveyor, dated November 1926, which plan is of record in the Surveys Branch of the Department of Indian Affairs under number C 322, a copy of which is attached hereto."

The said surrender has been given in order that the said lands may be leased for the benefit of the said band of Indians by the Department of Indian Affairs, in accordance with the terms thereof.

The said surrender has been duly authorized, executed and attested in the manner required by the 51st Section of the Indian Act, Revised Statutes of Canada, 1927, and the undersigned would recommend that the same be accepted by Your Excellency in Council, the original surrender to be returned to the Department of Indian Affairs and the duplicate thereof to be kept of record in the Privy Council Office.

Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

August 27, 28.

To accept surrender of a parcel of land given by the Squamish Band of Indians, Vancouver Indian Agency, B.C., in order that the same may be leased for the benefit of the said band in accordance with the terms thereof, pursuant to the provisions of Section 51 of the Indian Act, R.S.C.1927.

BH NSM

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

August 20, 1928.

Sir:

I have the honor to transmit herewith bank draft No. 435 for the sum of $1100.00 paid by Messrs. Cascade Rock & Gravel Co. Ltd. on account of royalty on sand and gravel material removed by them under their lease in the Seymour Creek Indian Reserve No.2. of the Squamish Band of Indians. It is understood from the company that the customary statutory declaration will be forthcoming for the confirmation of the quantity of material removed to June 30th. last as soon as the company's books have been audited and the declaration can be properly made. I would recommend that the amount mentioned be placed to the credit of the Squamish Tribe of Indians account No.54.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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ARCHIVES PUBLIQUES
CANADA

No. 5

Duplicate for Department.

$ *1100.00 Acc

Bank of

Date of Cog letter 20 Aug 1925 HGC

Received from CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of ELEVEN HUNDRED 00 Acc DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. 1/25 197/PAC 54C

Folio 204 Vol II

Pro. Manager

C50 6

Entered HGC

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

IH/3 P.C. 1614

SEP 22 1928 RECORDS

PRIVY COUNCIL CANADA

Certified to be a true copy of a Minute of a Meeting of the Committee of the Privy Council, approved by His Excellency the Governor General on the 10TH SEPTEMBER 1928

The Committee of the Privy Council have had before them a Report, dated 27th August, 1928, from the Superintendent General of Indian Affairs, submitting a surrender given on the 22nd day of March, 1927, by the Squamish Band of Indians, in the Vancouver Indian Agency, in the Province of British Columbia, of a parcel of land comprising,-

Those two portions of the Seymour Creek Indian Reserve number Two, in the Province of British Columbia and Dominion of Canada, containing together by admeasurement four acres and five-tenths of an acre more or less, comprising those two bars of gravel which lie west of the east boundary of the said Indian reserve, as surveyed in 1880, nearly opposite to the Keith Road, as these two bars are shown tinted in pink on a plan of the northeast portion of Indian Reserve number Two, Squamish band, showing gravel bars, certified correct as surveyed, January 1906, by J. Rodger Burnes, British Columbia Land Surveyor, dated November 1926, which plan is of record in the Surveys Branch of the Department of Indian Affairs under number C 322, a copy of which is attached hereto.

The said surrender has been given in order that the said lands may be leased for the benefit of the said band of Indians by the Department of Indian Affairs, in accordance with the terms thereof.

P.C. 1614 Registered as 15230
Surrender 1046 registered as 15227.

The Minister recommends, as the said surrender has been duly authorized, executed and attested in the manner required by the 51st Section of the Indian Act, Revised Statutes of Canada, 1927, that it be accepted by Your Excellency in Council.

The Committee concur in the foregoing recommendation and submit the same for approval.

Clerk of the Privy Council.

The Honourable
the Superintendent General of Indian Affairs.

Original Document placed on Doc File for Seymour Creek #2 17-9-69

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11,167-3A.

SEP 25 1928

Ottawa, September 22, 1928.

Sir,-

I beg to enclose for registration in your Department a surrender given on the 22nd March, 1927, by the Squamish Band, of two portions of the Seymour Creek Indian Reserve No. 2, containing together 4.5 acres, comprising two bars of gravel. The surrender was given in order that the lands might be leased for the benefit of the said band, and was accepted by Order in Council dated the 10th instant.

Enclosure.

Kindly return the instrument to this Department with a certificate of registration endorsed thereon.

Your obedient Servant,

A. F. MacKenzie.
Acting Assistant Deputy & Secretary.

Thomas Mulvey, Esq., B.A., K.C.,
Under-Secretary of State,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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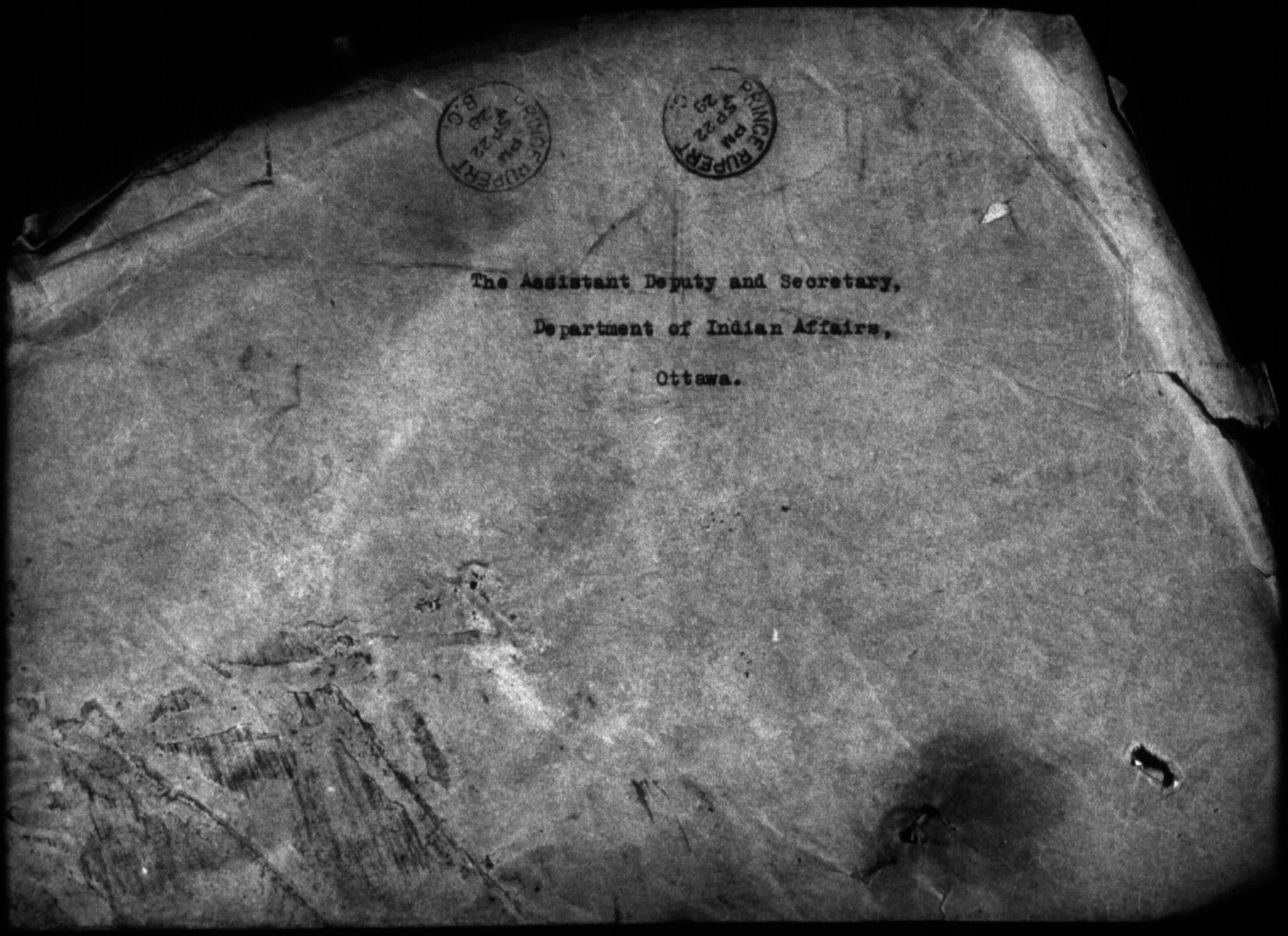
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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ARCHIVES PUBLIQUES
CANADA

13167-50

Rosenberg Lease
& Blue Prints

O. H. M. S.

Rosenberg lease was never completed fully

Department of Indian Affairs

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

7.111673

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

NELSON C. ROSENBERG.

-of-

Two portions of the
Seymour Creek Indian Reserve
No. 2, B. C., containing
4.5 acres.

"During pleasure"
from 17th August, 1928.

Dated 17th August, 1928.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

Original

Not completed
see letter 13/4/29

File No. 21124-1.

THIS INDENDURE, made this Seventeenth day of August, in the year of our Lord one thousand nine hundred and twenty-eight.

Between HIS MAJESTY KING GEORGE V., represented by the Superintendent General of Indian Affairs, of the First Part:

And Nelson C. Rosenberg, of the City of Vancouver, of the Second Part:

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, his executors, administrators, and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease, unto the said party of the second part, his executors, administrators and assigns, those two portions of the Seymour Creek Indian Reserve number Two, in the Province of British Columbia and Dominion of Canada, containing together by admeasurement four acres, and five-tenths of an acre more or less, comprising those two bars of gravel which lie West of the East boundary of the said Indian reserve, as surveyed in 1880, nearly opposite to the Keith Road, as these two bars are shown tinted in pink on a plan of the North East portion of Indian reserve number Two, Squamish band, showing gravel bars, certified correct as surveyed January 1906, by J. Rodger Burnes, British Columbia Land Surveyor, dated November 1926, which plan is of record in the Surveys Branch of the Department of Indian Affairs under number C 322, a copy of which is attached hereto.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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To Have and To Hold the said premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns "during pleasure", but to be renewed from year to year at the option of the Department, term of lease to be computed from the seventeenth day of August, One thousand nine hundred and twenty-eight. Yielding and paying yearly during the said term unto the said party of the first part, the clear yearly rent or sum of one hundred dollars, without any deduction whatsoever, payable yearly in advance on the seventeenth day of August in each year of the term and a royalty of six cents per cubic yard for all material removed from the land hereby leased, payment to be based on sworn returns furnished by the party of the second part. Any necessary buildings erected by the party of the second part, shall, at the expiration of lease, remain his property.

It is hereby further understood and agreed that the said party of the second part shall be willing to cease operations in the area hereby leased, should he be required by the Indian Agent and Water Power and Reclamation Service Engineer to do so. In such event the said party of the second part shall have the right to remove any buildings or machinery belonging to him and shall be entitled to reimbursement of rental paid by him in respect of any portion of a yearly tenure that may be affected by such cessation of operation, but shall not be entitled to any claim for loss or damage caused by such cessation.

And the said party of the second part doth hereby for himself, his heirs, executors, and administrators, covenant with the said party of the first part, his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term,

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent and royalty on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that he the said party of the second part, his executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatsoever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations, or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED,
In the presence of

As to the signature of the Deputy of the Superintendent General of Indian Affairs.

Witness to signature of N. C. Rosenberg
G. J. Mason.

Deputy of the Superintendent General of Indian Affairs.

N. C. Rosenberg

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

Poor Copy

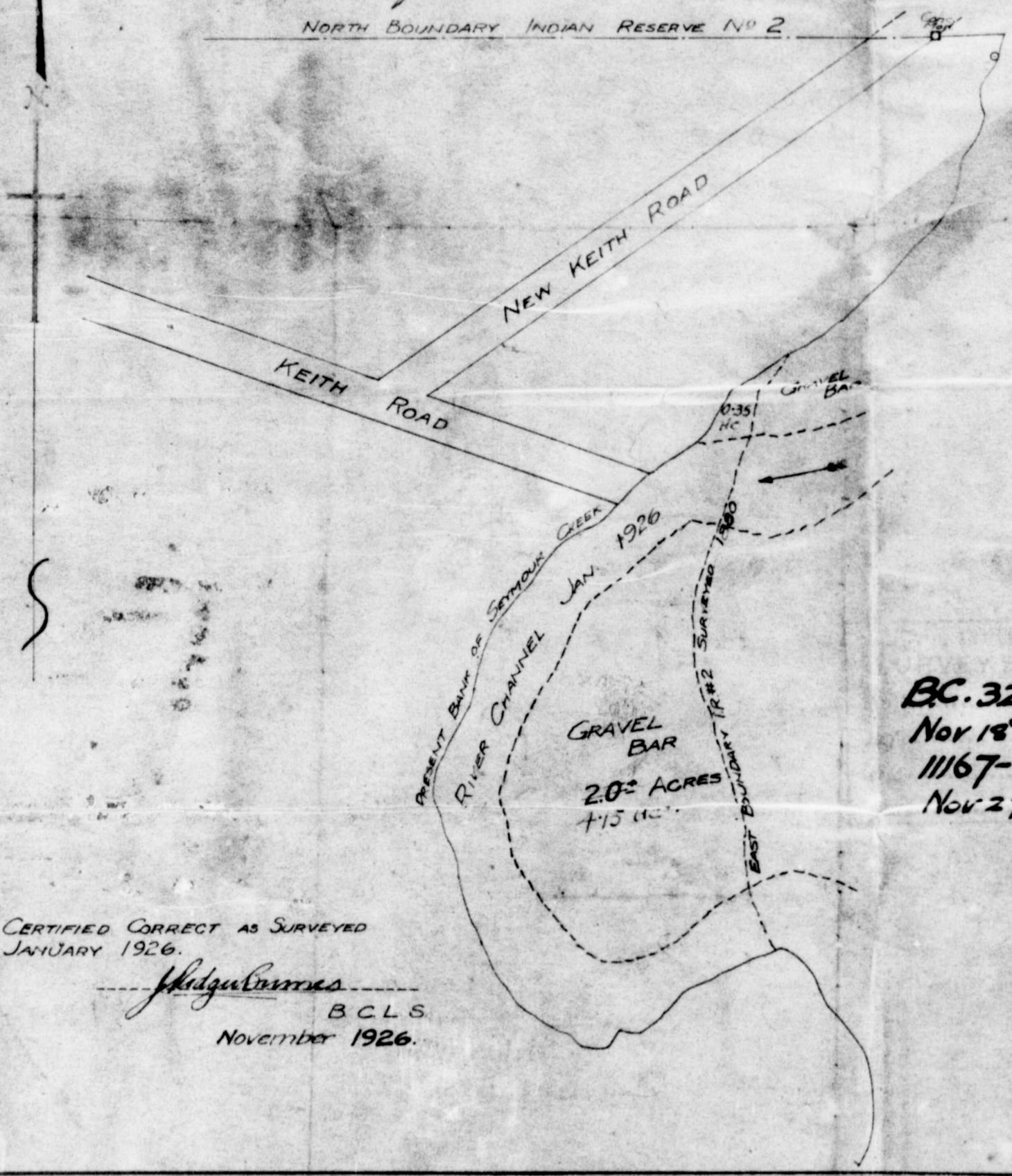
Plan of

The North East Portion of I. R. No 2 Squamish Band

SHOWING GRAVEL BARS

Scale:- 200' = 1 inch

Applied for by R. C. Rosenberg, to Lease.



B.C. 322.
Nov 18TH 1926.
11167-3
Nov 27TH 1926

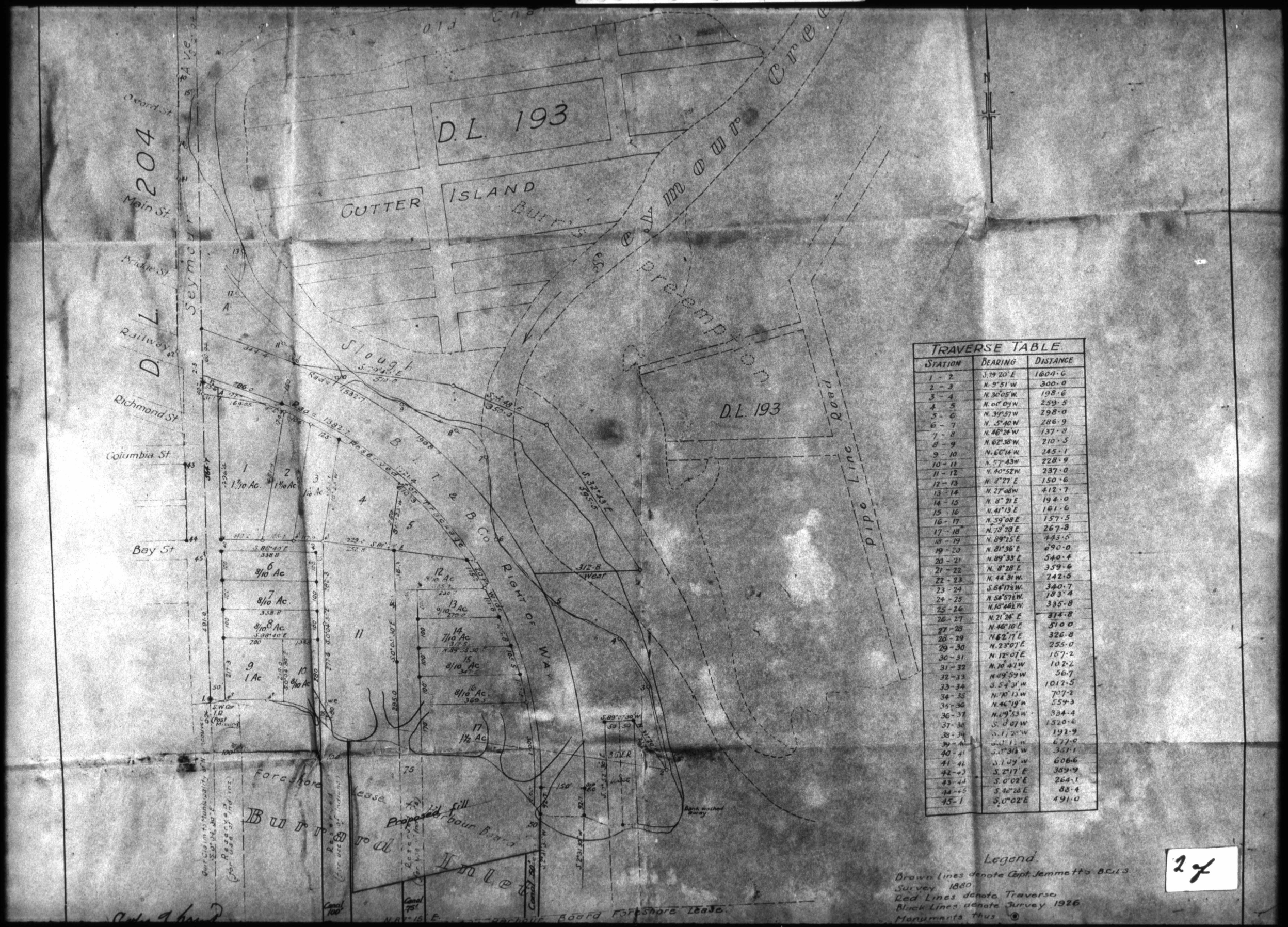
CERTIFIED CORRECT AS SURVEYED
JANUARY 1926.

J Hedgu Barnes
B.C.L.S.
November 1926.

B.C. 322.

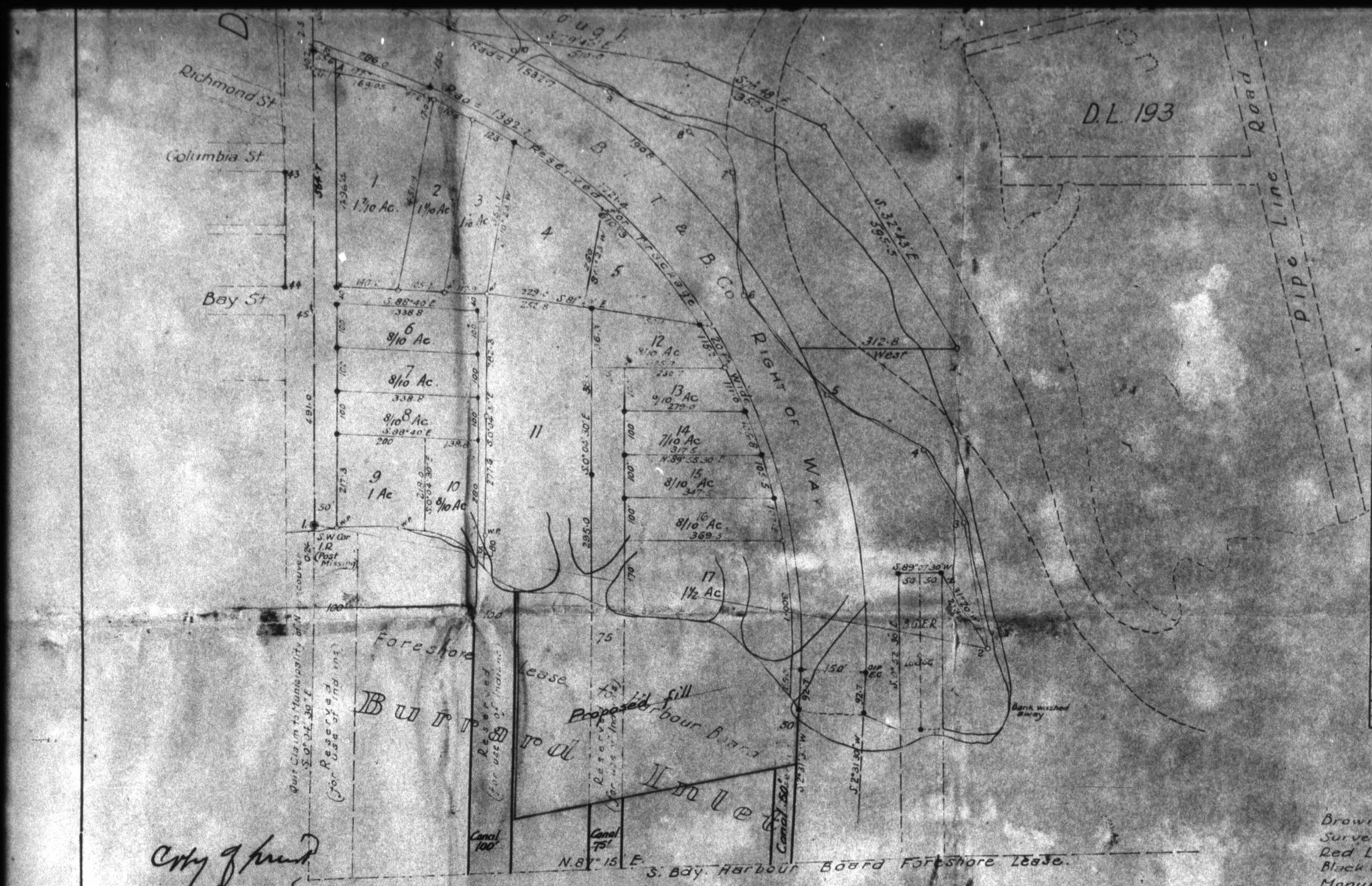
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

D.L. 612
N. 89°31' 30" W.
Keith Road
Keith Road
Heavily Timbered
Hemlock and Spruce
PLAN OF
SEYMOUR CREEK INDIAN RESERVE
No 2
New Westminster District.
NORTH VANCOUVER
Scale 200 feet = 1 inch.
Harbour Ave
Rupert St
Bond St
Oxford St
Main St
I.R. No 2
(Squamish Band)
Old Channel
D.L. 193
CUTTER ISLAND
Seymour Creek
D.L. 613
204
N
17



TRAVERSE TABLE		
STATION	BEARING	DISTANCE
1 - 2	S. 79°20' E	1604·6
2 - 3	N. 9°51' W	300·0
3 - 4	N. 30°05' W.	198·6
4 - 5	N. 00°09' W	259·5
5 - 6	N. 39°57' W	298·0
6 - 7	N. 5°40' W	286·9
7 - 8	N. 46°24' W	137·8
8 - 9	N. 62°38' W.	210·5
9 - 10	N. 60°14' W.	245·1
10 - 11	N. 57°43' W	228·9
11 - 12	N. 40°52' W.	237·0
12 - 13	N. 8°27' E	150·6
13 - 14	N. 27°08' W	412·7
14 - 15	N. 8°21' E	194·0
15 - 16	N. 41°13' E	161·6
16 - 17	N. 59°08' E	157·5
17 - 18	N. 73°28' E	267·8
18 - 19	N. 89°25' E	443·5
19 - 20	N. 81°36' E	690·0
20 - 21	N. 89°33' E	540·4
21 - 22	N. 8°28' E	359·6
22 - 23	N. 44°31' W.	242·5
23 - 24	S. 64°17½' W.	340·7
24 - 25	N. 54°57½' W.	183·4
25 - 26	N. 18°48½' W.	335·8
26 - 27	N. 21°24' E	314·8
27 - 28	N. 46°10' E	510·0
28 - 29	N. 62°17' E	326·8
29 - 30	N. 23°07' E	255·0
30 - 31	N. 12°07' E	157·2
31 - 32	N. 70°47' W	102·2
32 - 33	N. 89°59' W	56·7
33 - 34	S. 54°31' W	1012·5
34 - 35	N. 70°13' W	707·2
35 - 36	N. 46°19' W	559·3
36 - 37	N. 69°53' W	334·4
37 - 38	S. 8°07' W	1520·6
38 - 39	S. 17°20' W	192·9
39 - 40	S. 0°11' W	677·0
40 - 41	S. 1°31½' W	351·1
41 - 42	S. 1°09' W	606·6
42 - 43	S. 2°17' E	389·9
43 - 44	S. 0°02' E	264·1
44 - 45	S. 46°28' E	88·4
45 - 1	S. 0°02' E	491·0

27



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5 - 6	N. 39°57' W	298.0
6 - 7	N. 5°40' W	286.9
7 - 8	N.46°24' W	137.8
8 - 9	N.62°38' W.	210.5
9 - 10	N.66°14' W.	245.1
10 - 11	N.57°43' W.	228.9
11 - 12	N.40°52' W.	237.0
12 - 13	N. 8°27' E	150.6
13 - 14	N.27°00' W	412.7
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21 - 22	N. 8°28' E	359.6
22 - 23	N.44°31' W.	242.5
23 - 24	S.64°17½' W.	340.7
24 - 25	N.54°57' E W.	183.4
25 - 26	N.18°46½' W.	335.8
26 - 27	N.21°24' E	314.8
27 - 28	N.46°10' E	510.0
28 - 29	N.62°17' E	326.8
29 - 30	N.23°07' E	255.0
30 - 31	N.12°07' E	157.2
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34 - 35	N.70°13' W	707.2
35 - 36	N.46°19' W	554.3
36 - 37	N.69°53' W	334.4
37 - 38	S. 8°07' W	1520.0
38 - 39	S.17°[illegible]' W	192.9
39 - 40	S.0°1[illegible]' W.	677.0
40 - 41	S.3°31½' W	351.1
41 - 42	S.1°09' W	606.6
42 - 43	S.2°17' E	389.9
43 - 44	S.0°02' E	264.1
44 - 45	S.46°28' E	88.4
45 - 1	S.0°02' E	491.0

Legend

Brown Lines denote Capt. Jemmett's B.C.L.S. Survey 1880.
Red Lines denote Traverse.
Black Lines denote Survey 1926.
Monuments thus ◉
Iron Posts thus •
Wood Posts thus o
Bearing Bdy. Seymour Ave. from Reg. Map 1340.
Area 1880 147.0 Acre.
Area 1926 128.1 "

City of North Vancouver
accompany my
letter of
3 Jan 1930 (F13167-50

Lachmont Oil Refining Co Ltd
Offer to purchase by Sec Squamish Crown
Royal Reserve Lots that 1929

I, J. Rodger Burnes, of the City of North Vancouver, British Columbia Land Surveyor make oath and say that I was present at and did personally superintend the survey represented by this plan and that the survey and plan are correct.
The said survey was completed the 24th day of February, 1926.
Sworn before me at Vancouver this 26th day of March, 1926.

William [illegible]
A Notary Public in and for the Province of British Columbia

J. Rodger Burnes B.C.L.S.

B.C. 317
27th May 1926
27167-3
4th June 1926.

373

B.C. 317.

11167-3

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DEPT. OF INDIAN AFFAIRS
SEP 28 1928
RECORDS

GS/HW

3576

Ottawa, September 28, 1928.

Sir,-

I have the honour to acknowledge receipt of your letter of the 22nd instant enclosing a surrender dated March 22nd, 1927, by the Squamish Band of Indians for registration in this Department.

I should be glad if you would kindly forward to the Department a typewritten list of the signatures to facilitate registration. I am therefore returning the document for this purpose. It will be necessary to furnish also an extra copy of the plan for the Departmental records.

I have the honour to be,

Sir,

Your obedient servant,

Acting Under-Secretary of State.

The Secretary,

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 11.167-3

Department of Indian Affairs

DEPT. OF INDIAN AFFAIRS
OCT 10 1928
SURVEYS

Canada

Lands and Timber Branch

Ottawa, October 9 1928

Memo.

Surveys.-

Kindly let me have copy of plan attached to surrender hereunder, to be forwarded to the State Department for registration purposes.

Officer in Charge

Herewith please find blue print from plan Bl. 322 coloured.

Oct 10-1928.

W R White

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11,167-3A.

Ottawa, October 11, 1928.

Sir,-

Enclosure.

Referring to your letter of the 28th ultimo, I enclose herewith surrender dated March 22nd, 1927, by the Squamish Band of Indians, for registration in your Department, together with a typewritten list of the signatures thereto and an extra copy of the plan, as requested.

Your obedient Servant,

J. C. Caldwell.
In Charge Lands & Timber Branch.

G. R. Shibley, Esq.,
Acting Under-Secretary of State,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

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Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PLACER
FREE MILLING
SILVER LEAD &
ZINC ORE
SAND & GRAVEL
ETC.

ESTABLISHED 1918

"If it's Mining we have it"

616 HOLDEN BLDG.
16 HASTINGS STREET EAST
VANCOUVER, B.C.

G. MASON, MGR.

CABLE ADDRESS "GEOMA"
CODE, WESTERN UNION

TELEPHONE SEY. 5466

October 5th,1928

Mr.C.C.Perry,
Indian Agent,
Vancouver,B.C.

Dear Sir,-

You will find enclosed cheque for $100.00 rental of lease of my associate N.C.Rosenberg at Seymour Reserve,District of North Vancouver.This payment has been held up for a few weeks owing to the absence of Mr.Rosenberg.

We would like to have the lease which is sent along with this cheque issued by the Department as soon as possible,to enable us to proceed with the arrangements for operating plant at the earliest date.

Yours truly,

G.S.Mason,Secretary for N.C.Rosenberg and associates.

VANCOUVER INDIAN AGENCY
OCT 8 1928

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

No. 448

Duplicate for Department.

$100.00

The Royal Bank of Canada

Bank of

OCT 6 1926 192

Received from ******* CHARLES C. PERRY ******

on account of ******** INDIAN AGENT IN TRUST *******

the sum of ******** ONE HUNDRED 00/100 **********

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. 54 | 25 | 1117

Pro. Manager.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

R

DEPT. OF INDIAN AFFAIRS
OCT 11 1928
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

October 6, 1928.

1/1/10

Sir:

I beg to refer to Departmental letter dated August 17, 1928, No. 11 167/3-, covering lease in triplicate in favor of Mr. N. C. Rosenberg for the removal of gravel from a portion of the Seymour Creek Indian Reserve No.2.

In reply I beg herewith to re-inclose said triplicate lease together with Bankdraft No. 448, being rental thereon for one year from August 17th. in advance, and a letter dated October 5th. in this connection.

Your obedient servant,

(C.C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

Rosenberg Case
with Mr. Caldwell

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
Pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT 11 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

October 6, 1928.

Sir:

I have the honor to refer to file No. 11 167-3A, and herewith to enclose triplicate copies of a lease between Mr. Will Ellis and Mr. Andrew Paull, Squamish Indian, with respect to a portion of the Seymour Creek Indian Reserve No.2. to be finally executed by the Department.

In this matter I wish to report that Mr. Ellis , the lessee, called at my office and drew my attention to the fact that as he has not been given occupancy of the land in question, he does not consider he should be called upon to pay the rental payment which under the agreement, had the same been delivered earlier, would have become due on March 1st. 1928. He asks that the Department make an adjustment in his favor and in this I would recommend that the payment commence December 1st. by which time no doubt Mr. Ellis will have possession of the finally executed lease.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
OCT 15 1928
RECORDS

OFFICE OF
INDIAN AGENT

I/I40

Vancouver Agency,
Vacouver,B.C.,
October I0th,I928.

Sir,-

With further reference to Departmental letter No. II I67/3-,dated August I7th,having to do with the lease to be issued to Mr.N.C.Rosenberg,of Vancouver,I beg to report that this morning I received a telephone call from Mr.J.Hanbury,who is connected with the Liberal Association at Vancouver, He informed me that he was requesting the Department to withold its signature to the lease pending some inquiries he wishes to make,presumably in the interests of of Messrs Cascade Rock & Gravel Company,Ltd.

Mr.Commissioner Ditchburn being in the City at the time, I laid before him my file on the matter and discussed the matter with him.pointing out to him that,prior to the application of Mr.Rosenberg for the area further up the river from the Cascade Company's operation,Mr.Ellis,Manager of the Cascade Company,Ltd,with whom I visited the area in question,was given an opportunity to make application for the area now proposed to be leased to Mr.Rosenberg, but he stated that his Company did not want this area. Commissioner Ditchburn has instructed me to give the Department this information and to recommend again that the lease to Mr.Rosenberg,sent on Saturday last with the rental,for final execution,be completed in Mr.Rosenberg's favor.

It appears that the Cascade Rock & Gravel Company is seeking to secure a monopoly on the Seymour Creek,but in view of the rigid conditions of Mr.Rosenberg's lease and the fact that the lease will be operated under the direction of the Dominion Water Power & Reclamation Service,as outlined in the report of that Service,there does not appear to be any probability that the interests of the Cascade Rock & Gravel Company Ltd., will be detrimentally affected.

The Secretary,
Department of Indian Affairs,
OTTAWA,Ont.

Your obedient servant,
C.C.Perry, Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3A.

Ottawa, October 18, 1928.

Sir,-

Referring to your letter of the 6th instant, I enclose, for the usual disposition, Lease No. 158 in favour of Mr. Will Ellis, covering land on Seymour Creek Indian Reserve No. 2, amended as regards date, so that term runs from first of October, One thousand nine hundred and twenty-eight: this, I may say, was as great a concession as the Department felt justified in granting and it is hoped may prove satisfactory.

Your obedient servant,

J. C. Caldwell
In Charge Lands & Timber Branch.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy

Telegram

1928 OCT 10

VANCOUVER B C

HON CHARLES STEWART
MINISTER OF THE INTERIOR
OTTAWA ONT

AFTER INVESTIGATION MAKE STRONG REPRESENTATION TO YOU THAT LEASE FROM INDIAN DEPARTMENT TO M C ROSENBURG THEIR FILE ELEVEN SIXTEEN SEVEN DASH THREE DASH OF AUGUST SEVENTEENTH SHOULD NOT BE SIGNED UNTIL FURTHER INVESTIGATION I WOULD APPRECIATE TELEGRAPHIC ACKNOWLEDGMENT.

W F HANBURY.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy

Telegram

1928 OCT 10

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W F HANBURY.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form 6107, replacing Form N.L.3-T.W.

NIGHT LETTER

CANADIAN NATIONAL TELEGRAPHS

Exclusive Connection with WESTERN UNION TELEGRAPH CO.

Cable Service to all the World

Money Transferred by Telegraph

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

DEPT. OF INDIAN AFFAIRS OCT 15 1928 RECORD

RECEIVER'S NO.	TIME FILED	CHECK

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

Ottawa, October 12, 1928.

W. F. Hanbury
Vancouver, B.C.

REFERENCE YOUR WIRE TO HONOURABLE CHARLES STEWART RE PROPOSED ROSENBURG LEASE STOP KINDLY WRITE ME FULLY IMMEDIATELY STOP AWAITING YOUR COMMUNICATION WILL NOT COMPLETE LEASE.

Duncan C. Scott.

DCS

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

File 21,124-1.

File

R

MEMORANDUM.

October 11, 1928.

Mr. Pratt,-

I return herewith telegram addressed to the Minister by Mr. W. F. Hanbury, of Vancouver, requesting that the issue of a lease now pending, between Mr. M. C. Rosenburg, of Vancouver, and this Department, be not signed until further investigated.

This proposed lease covers a portion of Seymour Creek Reserve, and is for the purpose of permitting the removal of gravel, and I am at present unaware of any reason why the lease should not issue. However, it will not be finally executed until Mr. Hanbury has been given an opportunity to submit any representations to the contrary, which he may desire. In reply to this telegram I would suggest that Mr. Hanbury be requested to submit his reasons in writing as soon as possible why he considers this lease should not be executed. Copy of telegram herewith.

Duncan Scott

Deputy Superintendent General.

ocd

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3.a

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DS/HW

3576.

DEPT. OF INDIAN AFFAIRS
OCT 23 1928
RECORDS

Ottawa, October 22, 1928.

Sir,-

Referring to Mr. Caldwell's letter of the 15th instant, No.11,167-3A., I have the honour to forward you, herewith, with certificate of record duly endorsed thereon, a surrender by the Squamish Band of Indians of certain land in the Seymour Creek Indian Reserve No.2.

I have the honour to be,

Sir,

Your obedient servant,

Acting Under-Secretary of State.

The Secretary,

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

11167-3

Ottawa, Nov 16 1948

Mr. Caswell

Please report on attached letter and return it to the office of the Deputy Superintendent General.

Do not file.

Vancouver

Mr. C. E. Webb, Dist Eng
Water Power Branch
939 Hastings St. W.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
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CANADA

File 11,167-3A.

FORM T.D.

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

TELEGRAM

CABLE CONNECTIONS TO ALL THE WORLD

TIME FILED

CHECK

J. McMILLAN, General Manager of Telegraphs, Montreal.

Send the following Message, subject to the terms printed on the back hereof which are hereby agreed to.

Ottawa, November 17, 1928.

Hon. J. H. King,
Vancouver,
B. C.

Have received your telegram fifteenth instant, and will as you suggest have Engineer investigate and report upon the situation concerning Cascade Rock and Gravel Company lease and Rosenburg application Stop No further action in this matter will be taken pending your return.

Duncan C. Scott

(Charge D.I.A.)

DCS

(Printed in Canada)

FORM T. D. 1 X

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

TELEGRAM

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD

TIME FILED

CHECK 520

J. McMILLAN, General Manager of Telegraphs, Montreal.

43RN.CZ. 32.SOLIRST [illegible] STANDARD TIME

[illegible]

[illegible] GENERAL OF INDIAN AFFAIRS [illegible]

HAD CONSULTED HIS DEPUTY AGENT PERRY AND OFFICIALS CASCADE ROCK AND GRAVEL CO. SO THINK IT WOULD BE WELL FOR YOUR ENGINEER CONSULT WITH PRESENT LESSEE AND REPORT AS TO EFFECT [illegible] LEASE. WILL BASE ON THEIR PRESENT HOLDING AS DESIRING THAT NO DEFINITE ACTION BE TAKEN ON THIS MATTER UNTIL I RETURN EAST.

J.H.KING.

1226AM16TH.

Copied PB

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
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CANADA

File 11,167-3A.

November 19, 1928.

Dear Sir,

Some difficulty has arisen in connection with the issue of gravel leases in the Seymour Creek Indian Reserve No. 2, at Vancouver, B. C.

The situation briefly, is, that some time ago the Department issued a lease covering a portion of this reserve to the Cascade Rock and Gravel Company, of Vancouver. Some time later, Mr. M. C. Rosenberg, of the same City, made application for lease of another portion of this Reserve for a similar purpose. Mr. Rosenberg's application was approved by the Department, and we were about to issue the necessary leases when representations were made by the Cascade Rock & Gravel Company, that the proposed Rosenberg lease would detrimentally affect their leasehold. The suggestion, therefore, has been made that, before taking any further action in the matter, we should have the situation reviewed and reported upon by an Engineer, and I desire to inquire whether you would be willing to permit your District Engineer in Vancouver, Mr. C. E. Webb, to conduct the necessary investigation.

Our local Agent is Mr. C. C. Perry, and I understand his office and Mr. Webb's office are in the same building, so it will be quite easy for one to get in touch with the other. If it is possible to secure Mr. Webb's services for this purpose, I shall, of course, at once advise Mr. Agent Perry to this effect, in order that he may give Mr. Webb all possible assistance and co-operation.

Yours very truly,

Deputy Superintendent General.

J. T. Johnston, Esq.,
Director Dominion Water Power & Reclamation Service,
Department of the Interior; O t t a w a.

Indian Affairs. (RG 10, Volume 8091; File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

11167-3

PLEASE ADDRESS YOUR REPLY TO
THE DIRECTOR OF
WATER POWER AND RECLAMATION
DEPARTMENT OF THE INTERIOR
OTTAWA, CANADA

MFC*ZB

DIRECTOR, J. T. JOHNSTON, C.E., M.E.I.C.
ASST. DIRECTOR, V. MEEK, B.Sc., M.E.I.C.

PLEASE REFER TO ONE SUBJECT IN A LETTER, AND IN YOUR REPLY QUOTE
FILE NO. 2543-W"A".

DEPARTMENT OF THE INTERIOR
CANADA
DOMINION WATER POWER AND RECLAMATION SERVICE

OTTAWA, ONT., November 22, 1928.

DEPT. OF INDIAN AFFAIRS
NOV 24 1928
RECORDS

Sir,

I have received your letter of the 19th instant in connection with gravel leases in the Seymour Creek Indian Reserve No. 2 at Vancouver, B.C., and have asked Mr. Webb, our District Chief Engineer at Vancouver, to make an investigation in accordance with the instructions contained in your letter.

Mr. Webb has been written to today in that connection so I would be glad if you will advise Mr. Agent Perry to that effect as you suggest.

Your obedient servant,

J. T. Johnston,
Director.

for M.F.C.

Dr. Duncan C. Scott,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

"IN THE HEART OF BLOSSOMLAND"

KALAMALKA HOTEL

P. H. MURPHY, PROPRIETOR

VERNON, BRITISH COLUMBIA Nov. 19, 1928.

Dear Dr. Scott:

I telegraphed you recently from Vancouver regarding objection raised by the Ellis-Cotton Company, who have a gravel lease on the Indian Reserve on the north shore of Vancouver Harbour at Seymour Creek. This company complains that if you grant a lease which I understand is now under consideration by your Department to a company operating above the Ellis-Cotton Company on Seymour Creek, that the new company would merely intercept the gravel that comes down to them, and their lease, or rights, would be destroyed. I wired asking you to hold this matter in abeyance until my return. In the meantime I think it would be well if you would have enquiry made by your engineering department as to how it would affect the lease of the Ellis-Cotton Company if the lease now applied for were granted.

I am informed that those who are asking for this new lease above that of the Ellis-Cotton Company are people from Seattle, and before granting their request I think it should be understood that no injury or harm will be done the lease of the Ellis-Cotton Company.

Yours very truly,

J. H. King

Dr. D. C. Scott,
Deputy Superintendent General,
Dep't of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

11167-3

. Caldwell:

I should like to let Dr. King know the action that we took.

Answered by 15

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

File 11,107-

NIGHT LETTER

CANADIAN NATIONAL TELEGRAPHS

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HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

RECEIVER'S NO.	TIME FILED	CHECK

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

Ottawa, November 27, 1928.

C. C. Perry,
Indian Agent,
Vancouver, B. C.

Have arranged that C. E. Webb, District Chief Engineer, Vancouver, of Dominion Water Power Board, investigate possible effect proposed Rosenberg lease on Cascade Rock and Gravel Company lease, both in Seymour Creek Indian Reserve number two Stop Consult with Mr. Webb and offer all possible assistance and co-operation, advising Department fully in due course.

Duncan C. Scott.

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

Your obedient servant,

Chas. C. Perry

(C. C. Perry)
Indian Agent.

Messrs. B. C. Sand & Gravel Co. Ltd.,
Lynnmour Post Office,
B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Dated October 3rd, A.D. 1928.

****

****

GEORGE W. MITCHELL

AND

B. C. SAND & GRAVEL COMPANY LTD

****

****

ASSIGNMENT

OF

LEASE.

****

****

H. deW. King,
Barrister,
Vancouver.

The original of this Document has been removed by microfilm in the Records of the Indian Land Registry.
DLT 41-2 SCL
Signature
Feb/19/71 19

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

THIS INDENTURE made the third day of October ,1928,

BETWEEN

GEORGE W. MITCHELL of the City of Vancouver in the Province of British Columbia, Merchant, hereinafter called : "The Assignor"

Of the First Part,

AND

B. C. SAND & GRAVEL COMPANY LIMITED, a Body Corporate, duly incorporated under the laws of the Province of British Columbia, hereinafter called "The Company"

Of the Second Part,

WITNESSETH that in consideration of the sum of One Dollar ($1.00) now paid by the said Company to the said Assignor, the receipt whereof is hereby acknowledged, and for divers and other good and valuable considerations him thereunto moving, the said Assignor doth grant and assign unto the said Company, its successors and assigns, all and singular the premises comprised in and demised by a certain letter lease bearing date the twenty-seventh day of February, 1925, and made between the Department of Indian Affairs, Canada, as Lessor and the said Assignor as Lessee together with the appurtenance and all benefits, rights and priveliges as set out in said letter lease, TO HOLD THE SAME unto the said Company, its successors and assigns henceforth for and during the residue of the term thereby grantedand for all other, the estate, term and interest of the said Assignor therein, subject to the payment of the rent, of the performance of the Lessee's covenants and agreements in the said lease reserved and contained.

And the said Assignor for himself, his successors and administrators doth hereby covenant with the said Company, its successors and assigns that notwithstanding any act of the said Assignor he now hath good right to assign the said lease and premises in manner [illegible]

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

And that subject to the payment of the rent and the performance of the Lessee's covenants, it shall be lawful for the Company, its successors and assigns peacably and quietly to hold, occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said lease and to receive rents and profits thereof without any interruption by the said Assignor or any person claiming under him.

And the said Company, for itself, its successors and assigns doth hereby covenant with the said Assignor, his executors and administrators that the said Company, its successors and assigns will from time to time pay the rent and observe and perform the Lessee's covenants and the conditions in the said lease reserved and contained, and indemnify and save harmless the said Assignor, his executors, and administrators from the payment of the said rent and from all losses, charges and expense in respect of the non-observance or non-performance of thesaid covenants and conditions or any of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal and Corporate seal respectively the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of :
N. B. Senior
Accountant
160 - 3rd Ave W
Vancouver BC

George W. Mitchell

B. C. Sand & Gravel Co. Ltd.
H. R. Barker

T... Original ... Document ... for registration in Land Registry Office
Signature
19

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

November 28, 1928.

Gentlemen:

I wish to acknowledge, with thanks, receipt of your letter of November 22nd. covering assignment of lease from George W. Mitchell to your Company. This transfer has been forwarded to the Department of Indian Affairs for its approval and when this is received I will advise you.

In regard to payment of royalty on material removed from the Reserve, you will probably be aware that payment of royalty has been made only to March 1st. last and it is deemed important that you should account for all material removed since that date and also advise this Department when you expect the balance of the material standing in the Reserve from ground level upwards will be removed as arranged for when the lease was granted. I would inform you that when the lease was granted it was intended that the portion of the hill in the Reserve should be removed as expeditiously as possible and the area of the Reserve would be improved through the deposit of the waste material over the surface thereof.

Up to the present time only a portion of this material has been removed and you appear to be working on other property beyond the Reserve. The Department expects that the balance of the material in the Reserve shall be moved away and paid for as a condition of carrying on your ground lease.

Your kind attention to these matters at an early date will be appreciated by the Department, as the Department desires to credit Indian funds with the proceeds of this operation as understood at the time of the granting of the lease.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3A

DEPARTMENT OF INDIAN AFFAIRS,
CANADA

OFFICE OF
INDIAN AGENT

416 Winch Building,
Vancouver Agency, Vancouver, B.C.,

DEPT. OF INDIAN AFFAIRS
DEC 6 1928
RECORDS

1140

November 28, 1928.

Sir:

I beg to refer to Departmental letter dated August 31st. last, No. 11167-3, in which the Department required a duly executed transfer of the lease of George W. Mitchell in Seymour Creek Indian Reserve No.2. to Messrs. B. C. Sand & Gravel Co. Ltd., I now beg to transmit herewith the transfer referred to together with a copy of a letter addressed by me to the B. C. Sand & Gravel Co. Ltd, which will be self-explanatory.

Rental paid to 31 Dec. 1925

Your obedient servant,

(G. G. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT 4 1928
RECORDS

405 Winch Building,
Vancouver Agency, Vancouver, B.C.,

November 27, 1928.

Sir:

I wish to refer to Departmental letter dated August 22nd. 1928, file No.13167-50, covering surrender papers connected with the proposed lease of Lot No. 17 in the industrial subdivision of the Seymour Creek No.2. Indian Reserve to Mr. W. R. Spicer.

In this matter I wish to advise the Department that I endeavored to secure a surrender as instructed at a meeting of the Council and tribe held on Friday, the 23rd. instant, but owing to there being an insufficient number of Indians present to allow of a surrender being properly taken, the surrender will of necessity be delayed until a sufficient number of Indians can be obtained for this purpose.

Your obedient servant,

(G. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13,167-50.

Ottawa, December 5, 1928.

Sir,-

I desire to acknowledge the receipt of your letter of the 27th ultimo, and note that for reasons indicated, you have so far been unable to secure a surrender of the portion of the Industrial subdivision of the Seymour Creek No. 2 Reserve, involved in the application for lease submitted some time ago by Mr. W. R. Spicer. The Department will expect to hear from you again in connection with this matter in due course.

Your obedient Servant,

J. D. McLean.
Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

Vancouver, B.C.,

November 30, 1928.

A Committee composed of Austin Annias Harry, Squamish Indian, Squamish Council Secretary Andrew Paull and Indian Agent C. C. Perry having met to arrange a valuation of the improvements on Lot No.1. of the industrial subdivision of Seymour Creek Indian Reserve No.2. applied for to lease by Messrs. Cascade Rock and Gravel Company Ltd. hereby certifies that we place the value of the buildings, trees and other improvements on the aforementioned lot at $400.00 inclusive.

The Committee also stipulates that Austin Annias Harry, the Indian owner, be allowed to remain in the house for a period of one year and if possible a little longer so as to enable him in the meantime to sufficiently finance a new dwelling in another location, the company's proposed developments to go on in the meantime. This proviso is made after conference with Mr. W. Ellis, Manager of the Company, who has given assurance that the Indian need not be disturbed until about the end of the period mentioned.

Andrew Paull

Austin Annias Harry

C. C. Perry

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

PRESIDENT AND GENERAL MANAGER
WILL ELLIS

SECRETARY-TREASURER
W. J. TIMLICK

Cascade Rock and Gravel Co., Ltd.

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C. P. R. TRACKS
PHONE: SEYMOUR 9246

November 22nd,1928.

The Indian Agent,
Department of Indian Affairs,
415 Winch Building,
Vancouver,B.C.

Dear Sir:-

We beg to make application for the lease of Lot 1- industrial subdivision of Seymour Creek No.2.Reserve, upon the same terms and conditions as our present leases on Lots 2 and 3.

We understand that we will have to pay for fruit trees and the house at present situated on the lot,along the same lines as was done in the case of Lots 2 and 3.

Yours truly,

Cascade Rock & Gravel Co.Ltd.

Per Will Ellis
Pres.&Man.Director.

WE/R.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

November 30, 1928.

1140

Sir:

I have the honor to transmit herewith a letter dated November 22nd. received from Cascade Rock and Gravel Co., Vancouver, the same being an application to lease Lot No.1. in the industrial subdivision of the Seymour Creek Indian Reserve No.2. of the Squamish Band of Indians.

A resolution of the Squamish Indian Council dated November 23rd. together with a certificate of valuation of improvements signed by the committee in said resolution, is also sent herewith and will be self-explanatory.

I would recommend that the application, resolution and certificate be duly approved by the Department.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11 167/3A-

OTTAWA, 10th December, 1928-

Sir-

Permit: Geo. W. Mitchell
Seymour Creek Indian Reserve.

I beg to acknowledge the receipt of your letter of the 28th Ultimo, enclosing Transfer of this Permit to British Columbia Sand & Gravel Company, Limited, which would appear to be satisfactory and is hereby approved, contingent upon compliance with the requirements of letter addressed by you to the transferees.

Your obedient servant

Assistant Deputy & Secretary-
(J. D. McLean.)

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER, B.C.-

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11 167/3A-

OTTAWA, 10th December, 1928-

Sir-

Permit: Geo. W. Mitchell
Seymour Creek Indian Reserve.

I beg to acknowledge the receipt of your letter of the 28th Ultimo, enclosing Transfer of this Permit to British Columbia Sand & Gravel Company, Limited, which would appear to be satisfactory and is hereby approved, contingent upon compliance with the requirements of letter addressed by you to the transferees.

Your obedient servant

Assistant Deputy & Secretary-
(J. D. McLean.)

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER, B.C.-

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3A.

Ottawa, December 11, 1928.

Sir,-

I beg to acknowledge receipt of your letter of the 30th ultimo, with enclosures, relative to the application of Cascade Rock and Gravel Company, to lease Lot No.1 in the industrial sub-division of Seymour Creek Indian Reserve No. 2, of the Squamish Band of Indians.

In view of the Resolution and Certificate of Valuation forwarded, supported by your recommendation, the Department is disposed to give this matter favourable consideration, but, as the land in question is owned by Austin Annias Harry, it will be necessary to submit an agreement for lease signed by him and the applicant for lease.

Enclosure.

In this connection, I may say that if the Indian Locatee would sign the Resolution, returned herewith for the purpose, signifying his acceptance of the terms set forth, that would be satisfactory to the Department.

Your obedient servant,

J. C. Caldwell
In Charge Lands & Timber Branch.

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

DEPARTMENT OF THE INTERIOR, CANADA
DOMINION WATER POWER AND RECLAMATION SERVICE

REPORT

on

THE ISSUE OF GRAVEL LEASES

in

SEYMOUR CREEK INDIAN RESERVE NO. 2,

VANCOUVER, B. C.

by

C. E. WEBB

J. T. Johnston, Esq. C. E.,
Director,
Dom. Water Power & Reclamation Service,
Department of the Interior,
OTTAWA.

Vancouver, B. C.,
December 4, 1928

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REPORT

on

THE ISSUE OF GRAVEL LEASES

in

SEYMOUR CREEK INDIAN RESERVE NO. 2,

VANCOUVER, B. C.

by

C. E. WEBB.

Vancouver, B. C.,
December 4, 1928.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

Appendix No. 1. Copy of gravel lease to the Cascade Rock & Gravel Company, Limited, of Vancouver, dated November 6, 1926.

Appendix No. 2. Copy of Resolution of the Squamish Indian Council of April 30, 1926, reference proposed lease to Mr. N. C. Rosenberg.

Appendix No. 3. Hydrometric data Seymour creek above City intake.

Appendix No. 4. Section of map prepared by District of North Vancouver, 1912.

Appendix No. 5. Plan of Seymour Creek Indian Reserve No. 2, 1926, by J. R. Burne.

Appendix No. 6. Photographs.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

Vancouver, B. C.,
December 4, 1928.

Sir:-

In accordance with your request of November 22nd I am pleased to submit hereunder a report dealing with the proposed gravel lease to Mr. N. C. Rosenberg of Vancouver, on Seymour Creek Indian Reserve No. 2, at Vancouver, British Columbia, the granting of which lease has been objected to by the Cascade Rock & Gravel Company, Limited, of Vancouver, on the ground that the proposed Rosenberg lease would be detrimental to their leasehold which is located below on Seymour creek.

Details of the situation have been kindly supplied by the local Indian Agent, Mr. C. C. Perry.

GENERAL DESCRIPTION

Seymour Creek Indian Reserve No. 2 is located on the right bank of Seymour creek near its mouth on Burrard Inlet, and according to plan of survey by J. Roger Burne, B.C.L.S., dated March, 1926, comprises an area of 128.1 acres. See Appendix No. 5. The Indian Reserve has a frontage on Seymour creek at the present time of about one and one-quarter miles north from the creek mouth.

Seymour creek is a flashy, swift running, mountain stream which in high water carries a great deal of material in suspension, depositing it at various places in its course. The creek

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

enters the valley of Burrard inlet some two miles above its mouth whence it meanders with quite a stiff gradient to its outlet. A considerable amount of erosion is continually taking place along the whole course of the river, destroying banks in some places and building up bars in others.

In the interests of the Indians of the reserve, one source of revenue is the leasing of rights on the river where sand and gravel may be taken from the river bed, for which an annual ground rental is obtained as well as a royalty per cubic yard of material.

LEASE OF CASCADE ROCK AND GRAVEL COMPANY, LIMITED

The Cascade Rock & Gravel Company, Limited, hold a lease dated the 6th of November, 1926, (See Appendix No. 1) from the Superintendent-General of Indian Affairs, for a period of ten years, of certain lands in the Industrial Sub-Division of the reserve, as indicated on plan attached to the lease. See Appendix No. 5.

The plant of this company is located on the right bank of Seymour creek as indicated on the plan, and material is removed by a Saurman drag from the bed of the creek, the procedure being to dig a hole in the stream bed which is refilled with a varying amount of sand and gravel by each freshet. In the year 1927, according to figures from the Indian Agent, 48,780 cubic yards of material was secured by the gravel company.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

According to Mr. Will Ellis, president and general manager of the Cascade Rock & Gravel Company, Limited, they will take approximately 60,000 cubic yards this year. The hole which they are working in is sixty-five feet deep from high water at its deepest place. He anticipates that next year they will handle some 100,000 cubic yards of material.

A conference was held with Mr. G. Burnett, consulting engineer of the Cascade Rock & Gravel Company, and according to him an average freshet in Seymour creek does not fill the hole which they have dug. This statement, he contends, is borne out by the fact that at no time, since their operation commenced in 1925, has the hole been filled by deposit during freshet. It is the contention of both Mr. Ellis and Mr. Burnett that, should an operation of any magnitude be undertaken for the removing of gravel in Seymour creek in the distance occupied by the Indian reserve, their own operation will be seriously affected. In fact, they state they might as well close down. They estimate the value of equipment and improvements on their lease at $90,000.00.

DISCUSSION OF CASCADE LEASE

It is evident from the lease which the Cascade Rock & Gravel Company hold that the Superintendent-General of Indian Affairs did not give them any monopoly on gravel along the Indian reserve and other leases may be made if desired. However, in view of the meagre information avail-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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able on the annual deposit of gravel in the lower reaches of Seymour creek, it is impossible to definitely state what effect the granting of the Rosenberg lease would have on the one below it. Should it be the policy of the Department of Indian Affairs to give full protection to the Cascade Rock & Gravel Company on their lease, it would appear advisable to seriously consider withholding any further leases above this operation.

APPLICATION OF MR. N. C. ROSENBERG

From an interview with Mr. N. C. Rosenberg and his associate, Mr. G. S. Mason, who are applying for a lease on Seymour creek above the Cascade Rock & Gravel Company, I understand that they propose putting in a Saurman plant with bunkers etc. the cost of which will amount to some $30,000.00. The location of their proposed lease is indicated on Appendix No. 5. A copy of the resolution of the Squamish Indian Council held on April 30, 1926, is attached herewith as Appendix No. 2.

In order to continuously operate this plant, which it is proposed to locate some three-quarters of a mile upstream from the Cascade Rock & Gravel Company's plant, it will in all probability be necessary for the Rosenberg interests to develop a hole in the river which may be filled with deposit during freshets and if Messrs. Ellis and Burnett's contention is correct that there is not sufficient gravel coming down during the

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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freshet time to completely refill the hole at their operation, then it appears reasonable that any operation on a large scale by the Rosenberg interests will interfere with the Cascade Company's project.

STREAM FLOW DATA

The freshets in Seymour creek are very irregular. From a study of the hydrometric data for the period 1914-1927 on gauging station located at City intake some six miles above the mouth, the maximum daily mean recorded discharge was 16,900 second-feet on October 28, 1921, while the minimum discharge was 31 second-feet recorded in October, 1925. It is altogether probable that a freshet of the magnitude of 16,900 second-feet would wash down ample material for two operations on the Indian reserve but such a large freshet is a very rare occurrence. It is impossible at the present time to determine the size of a freshet which would annually be required to deposit material sufficient for these two operations.

During the period October 1, 1925, to September 30, 1927, (see hydrometric data, Appendix No. 3) it will be noted that the maximum discharge of Seymour creek above City intake was 4,950 second-feet.

RIVER IMPROVEMENTS

A report of this Service dated September, 1925, dealt with the removal of some material from a gravel bar on Seymour creek at the north end of the reserve where it was estimated some 15,000 yards of gravel might be removed, but no

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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consideration was given to the digging of a hole for an annual deposit of material which would allow a continuous operation. This gravel bar is indicated on Appendix No. 5 near traverse points 29, 30 and 31.

Subsequently, it appears that some consideration has been given to a proposal to straighten the river into an old course between traverse points 23, 24, 25, 26, 27, 28, and 29, (Appendix No. 5), as a relief to river bank erosion along this area and particularly at traverse point 24 where there is a possibility that the river may break through into the old channel above Cutter island. However, should a new artificial channel be cut through the gravel bar opposite traverse points 23 to 29, while affording relief on the right bank, there is always the possibility, by so altering the river course, that serious damage may be done on the left bank of the river below. As all this property is privately owned, see Appendix No. 4, anyone undertaking river diversion would probably be liable for damage claims from the property owners affected. It is to be noted that Appendix No. 4 is a section of map prepared in 1912 by the District of North Vancouver and that a very considerable change has been effected in the course of Seymour creek between 1912 and 1926 when Mr. Burne made his survey.

In view of the fact that other interests, including the District of North Vancouver, the Burrard Tunnel and Bridge Company, and the Cascade Rock & Gravel Company, are vitally interested in

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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keeping the river in its present channel, it would appear that these interests should take the initial step towards river bank protection in the section referred to, that is, from traverse points 23 to 29; and the Indian Department would be well advised to consider any reasonable joint proposal for river bank protection in this area.

CONCLUSION

In view of the uncertainty of the annual deposit of gravel in Seymour creek along the Indian reserve, it is considered the interests of the Department of Indian Affairs would be best served by confining operations in the stream to one party. The Cascade Rock and Gravel Company might well be invited to take over the Rosenberg lease in view of the protection which they would receive by controlling same and having no other lease granted on the Indian Reserve. It would not be advisable to consider any major operation under this lease tending to change or alter the present regime of the river, in view of possible damage to other property holders on the river.

On account of the large interests of other parties below where erosion is taking place on the Indian reserve, particularly at traverse point 24 (See Appendix No. 5), it might be advisable to have the initiative for what river bank protection is required there, originate from these other interests, at which time the Department of Indian Affairs would be well

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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advised to co-operate in order to protect their lands. It would appear that the value of the Indian land affected in this locality is very small as compared with that owned, as stated above, by the District of North Vancouver, the Burrard Tunnel & Bridge Company, and the Cascade Rock & Gravel Company, Limited.

Your obedient servant,

C. E. Webb
District Chief Engineer

H. Johnston, Esq. C.E.,
Director,
Dominion Water Power & Reclamation Service,
Department of the Interior,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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Appendix No. 1.

Copy of gravel lease to the Cascade Rock & Gravel Company, Limited, of Vancouver, dated November 6, 1926.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

OF INDIAN AFFAIRS

- to -

~~COSTCO COMPANY, LIMITED~~

CASCADE ROCK & GRAVEL CO.LTD.
14.9.27

- of -

Three parcels of land in the
Seymour Creek Indian Reserve
No.2, on the north shore
of Burrard Inlet, B.C.,
containing 11.9 acres,

for 10 years

from 15th. Sept., 1925,
renewable.

Dated 6th. November, 1926.

(COPY)

File 11,167-3.

THIS INDENTURE, made this Sixth day of November, in the year of our Lord One thousand nine hundred and twenty-six.

Between HIS MAJESTY KING GEORGE V, represented by the Superintendent General of Indian Affairs,

of the First Part;

And COTTON COMPANY, LIMITED, of the City of Vancouver,

of the Second Part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the parties of the second part, their executors, administrators and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease, unto the said parties of the second part, their executors, administrators and assigns, All those parcels of land situate in the Seymour Creek Indian Reserve number Two on the north shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing together by admeasurement eleven acres and nine-tenths of an acre, more or less, being composed of,-

FIRSTLY, a parcel on the easterly side of the right of way of the Burrard Inlet Tunnel and Bridge Company, described as follows,- Commencing at a point on the northeasterly limit of the said right of way distant three hundred and thirty-nine feet measured south sixty-eight degrees and forty-three minutes east from the westerly limit of the said Indian reserve; thence south seventy-nine degrees and forty minutes east five hundred and seventy feet; thence south seventy degrees and forty-eight minutes east three hundred and fifty feet; thence south thirty-two degrees and forty-three minutes

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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east five hundred and ninety-three feet and five-tenths of a foot; thence west three hundred and seventy-seven feet and eight-tenths of a foot more or less to the northeasterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company; thence northwesterly on a curve along said limit to the place of beginning, containing five acres and seven- tenths of an acre, more or less.

SECONDLY, Commencing at a point on the southwesterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company distant five hundred and twenty-five feet measured along the said southwesterly limit, southeasterly from the west limit of the said Indian Reserve; thence south ten degrees and twenty-three minutes west three hundred and seventy-seven feet; thence south eighty-one degrees and twenty-nine minutes east five hundred and thirty-feet and two-tenths of a foot more or less to the southwesterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company; thence northwesterly on a curve along the said limit to the place of commencement, containing by admeasurement two acres and six-tenths of an acre, more or less.

THIRDLY, beginning at the point where the southwesterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company intersects the west boundary of the said Indian Reserve; thence southeasterly along the said southwesterly limit five hundred and twenty-five feet; thence south ten degrees and twenty-three minutes west three hundred and seventy-seven feet; thence south no degrees and four minutes east five hundred and ninety feet to the shore of Burrard Inlet, which is the point of commencement; thence north no degrees and four minutes west five hundred and ninety feet to the southwest corner

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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of the parcel described as "SECONDLY"; thence south eighty-one degrees and twenty-nine minutes east two hundred and fifty-six feet and two-tenths of a feet; thence south no degrees and four minutes west six hundred and ten feet to the shore of Burrard Inlet; thence westerly following the shore of Burrard Inlet to the point of commencement, containing three acres and six-tenths of an acre, more or less.

As these parcels of land are shown upon a plan of portions of Seymour Creek Indian Reserve number Two, North Vancouver, British Columbia, accompanying lease to Cotton Company, Limited, as surveyed by J. Rodger Barnes, British Columbia Land Surveyor, dated December 1925, copy of which is attached hereto.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said parties of the second part, their executors, administrators and assigns, for, and during, and unto the full end and term of ten years to be computed from the Fifteenth day of September, One thousand nine hundred and twenty-five (renewable on such terms and conditions as may be agreed upon, but at a rental of not less than One thousand dollars per annum) and from thenceforth ensuing, and fully to be completed and ended, SUBJECT, NEVERTHELESS, to a determination or cession of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned, yielding and paying yearly during the said term, unto the said party of the first part, the clear yearly rent or sum of Five hundred dollars, without any deduction whatsoever, payable yearly in advance on the Fifteenth day of September in each year of the term, and a royalty of six cents per cubic yard for all material removed from the land hereby leased, payment to be based on sworn returns furnished by the parties of the second

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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part. Any necessary buildings erected by the parties of the second part, shall, at the expiration of lease remain their property.

The parties of the second part may dredge a channel having a width of seventy-five feet, as shown on blue print hereto attached, for the purpose of giving access to scows and other water-craft to the land herein described, on the distinct understanding that such channel, when cut, shall be made available for the Indians and for the purposes of the Department, as right of way to properties within the Reserve, which such water-way may serve.

The portion marked "road" in black ink, running at right angles to the west boundary of Reserve and the east boundary of the land hereby leased, may be constructed by the parties of the second part if desired to give access to the land herein described, but shall be available as right-of-way for the general use of the Reserve.

Payment of Five hundred dollars is hereby acknowledged, being rental under this lease for the first year.

And the said parties of the second part do hereby for themselves, their heirs, executors, and administrators, covenant with the said party of the first part, his successors and assigns, that they the said parties of the second part, their heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent and royalty on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that they the said parties of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will they do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that they the said parties of the second part, their executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not, nor will sell, or permit or suffer to be sold or used, on said permises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations, or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED, in the presence of H. G. Ogilvy, As to the signature of the Deputy of the Superintendent General of Indian Affairs. Charles C. Perry Indian Agent, As to the signature of Mr. Will Ellis, for party of the second part, Vancouver, B.C. November 17/1926.	D. C. Scott. Deputy of the Superintendent General of Indian Affairs. Cotton Company Limited, Will Ellis.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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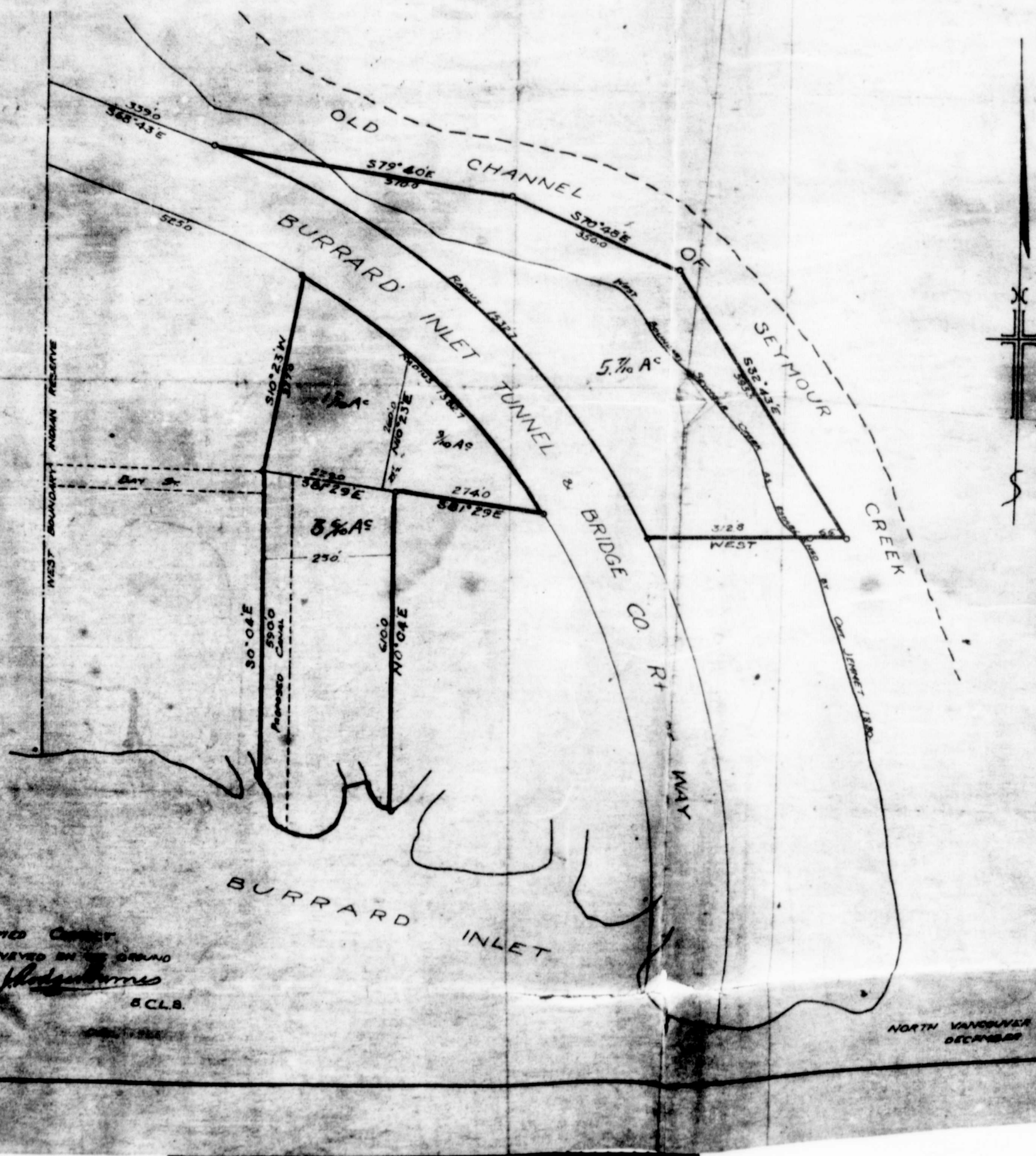
PLAN OF

PORTIONS OF SEYMOUR CREEK RESERVE No 2

NORTH VANCOUVER, B.C.

To Accompany Lease to COTTON Co Ltd.

Scale:- 200 feet = 1 inch



CERTIFIED CORRECT
AS SURVEYED ON THE GROUND
J. Hodgson
B.C.L.S.

NORTH VANCOUVER B.C.
DECEMBER 1912

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Appendix No. 2.

Copy of Resolution of the Squamish Indian Council of April 30, 1926, reference proposed lease to Mr. N. C. Rosenberg.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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RESOLUTION.

MEETING OF THE SQUAMISH INDIAN COUNCIL HELD ON FRIDAY APRIL 30th, 1926, AT NORTH VANCOUVER B.C., INDIAN AGENT C.C.PERRY PRESIDING AND ANDREW PAULL, ACTING AS INTERPRETER, and A MAJORITY OF THE VOTING MEMBERS OF THE BAND BEING PRESENT.....

Moved by Councillor Gus Band.
Seconded by Chief Jimmy Jimmy.

That the Council having received the application of N.C.Rosenberg dated November 14th 1925, to lease a portion of Seymour Creek Reserve No. 2 as per sketch plan accompanying the same;

And having perused the Special report of the Dominion Water Power Branch relating to a portion of the area proposed to be leased;

And being satisfied that the granting of the lease applied for would result in the beneficial improvement and safety of the W. bank of Seymour Creek which is threatened by erosion at a certain point, as shown in the said report;

And the removal of certain gravel would save the expense of putting in cribbing to save the river bank from further erosion;

And being also satisfied that the issuance of a lease upon this application would not result in any interference with any other lease in the reserve;

And being convinced that the operation of a lease under the direction of the Engineer of the Water Power and Reclamation Service as suggested in the report hereby referred to, and also under the direction of the Indian Agent in concert with said Engineer, would result in the diversion of the waters of Seymour Creek, down the main and original channels;

And the Council having examined the new survey map of the said No.2 Reserve, as prepared by J. Rodger Burnes, B.C.L.S. and being satisfied with the said survey and has by separate resolution on this date confirmed it, cancelling all previous maps and plans of this reserve as prepared for the Council and Department from time to time, the said new survey having been authorized by the Department:-

Hereby Resolves:-

That a lease be granted to Mr.N.C.Rosenberg of that area of Seymour Creek Indian Reserve No.2 shown in the map and marked in red, containing approximately ten acres, during pleasure of the Department, from year to year, for the purpose of removing sand and gravel therefrom, under the direction of the Indian Agent and Water Power and Reclamation Service engineer; on the condition that the said N.C.Rosenberg shall pay in advance annually commencing upon the approval of the Department of this resolution a rental of one hundred dollars, and in addition a royalty of six cents per cubic yard for all material removed from the said area.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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The books of the said N.C.Rosenberg shall be at all times open for inspection by the Indian Agent; and a declaration shall from time to time be made upon request by the Indian Agent as to the quantity of material removed from said area.

A further condition of this lease shall be that the said N.C.Rosenberg shall be willing to cease operations in the area referred to should he be required by the Indian Agent and Water Power & Reclamation Service Engineer to do so. In such event, the said N.C.Rosenberg shall have the right to remove any buildings or machinery belonging to him from the said area so leased, and he shall be entitled to reimbursement of rental paid by him in respect of any portion of a yearly tenure that may be affected by such cessation of operation. He shall not be entitled to any claim for loss or damage caused by such cessation.

Carried Unanimously.

I, Charles C. Perry, Indian Agent for the Vancouver Agency, hereby declare that I was present and presided at the meeting where the foregoing resolution was unanimously passed and carried.

****

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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Appendix No. 3.

Hydrometric data Seymour Creek above City intake.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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~~DEPARTMENT OF THE INTERIOR~~

~~DOMINION WATER POWER BRANCH~~

~~OTTAWA, CANADA~~

discharge ~~for~~ of Seymour Creek River at ~~near~~ above City Intake

for ~~Calendar~~ Year ending September 30, 1925.

[Drainage area, 69 square miles.]

MONTH	DISCHARGE IN SECOND-FEET				RUN OFF			RAINFALL
	~~Maximum~~	~~Minimum~~	Mean.	Per square mile	Depth in inches on Drainage area	~~Depth of rainfall~~	Total in acre-feet	~~Inches~~
October			2050	29.80	30.90			
November			860	12.50	14.00			
December			774	11.20	12.90			
January			559	8.10	9.34			
February			892	12.90	13.40			
March			467	6.77	7.81			
April			690	10.00	11.20			
May			1070	15.50	17.90			
June			575	8.33	9.29			
July			266	3.85	4.44			
August			236	3.42	3.94			
September			106	1.54	1.72			
year period			695	10.10	136.80			

NOTE— Monthly means are estimated and not considered very accurate owing to changes of control by use of sand bags and the construction of a dam 100 feet below intake.

Indian Affairs (RG 10), volume [illegible], File 987/32-7-2-5 (pt. 1)

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~~DEPARTMENT OF THE INTERIOR~~

~~Dominion Water Power and Reclamation Service~~

~~OTTAWA, CANADA~~

Monthly discharge of Seymour Creek near North Vancouver (above Intake),

for Year ending September 30, 1926.

[Drainage area 69 square miles.]

MONTH	DISCHARGE IN SECOND-FEET				RUN OFF			RAINFALL
	Maximum	Minimum	Mean	Per square mile	Depth in inches on Drainage area	~~Percent of rainfall~~	Total in acre-feet	~~Inches~~
October	220.0	31.0	[illegible]	0.971	1.12		4,120	
November	2350.0	92.0	[illegible]	[illegible]	[illegible]		40,400	
December	4950.0	302.0	[illegible]	[illegible]	[illegible]		73,800	
January	890.0	210.0	343.0	[illegible]	[illegible]		21,100	
February	1550.0	290.0	699.0	[illegible]	[illegible]		38,800	
March	1530.0	250.0	494.0	[illegible]	5.25		30,400	
April	1250.0	255.0	514.0	[illegible]	8.31		30,600	
May	1150.0	326.0	525.0	[illegible]	8.77		32,300	
June	420.0	132.0	264.0	[illegible]	4.27		15,700	
July	160.0	[illegible]	76.0	[illegible]	1.27		4,670	
August	790.0	89.0	278.0	[illegible]	4.64		17,100	
September	580.0	71.0	236.0	[illegible]	3.82		14,000	
The year period	4950.0	31.0	446.0	6.464	87.75		323,000	

Remarks

Indian Affairs (RG 10), Volume [illegible], File 987/32-7-2-5 [illegible]

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DEPARTMENT OF THE INTERIOR

Dominion Water Power and Reclamation Service

OTTAWA, CANADA

Discharge for Seymour Creek near North Vancouver,

for Year ending September 30, 1927

[Drainage area 69 square miles.]

Month	Discharge in second-feet: Maximum	Minimum	Mean	Per square mile	Run off: Depth in inches on Drainage area	Per cent of rainfall	Total in acre-feet	Rainfall: Inches
October	2580	413	845	12.25	14.12		52000	
November	1900e	373	789	11.43	12.75		46900	
December	2200	490	703	10.19	11.75		43200	
January	2910	184	653	9.46	10.91		40200	
February	1220	146	490	7.10	7.39		27200	
March	1500	252	436	6.32	7.29		26800	
April	2000	252	595	8.60	9.60		35400	
May	2690	495	1090	15.80	18.22		67000	
June	2130	584	1140	16.52	18.43		67800	
July	692	198	468	6.78	7.82		28800	
August	1130	90e	147	2.13	2.46		9040	
September	2450	114	544	7.89	8.80		32400	
The year	2910	90e	658	9.54	129.54		477000	

Note "e" - estimate

Indian Affairs (RG 10), volume 8491, File 987/32-7-2-5 (pt. 1)

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Appendix No. 4.

Section of map prepared by District of North Vancouver 1912.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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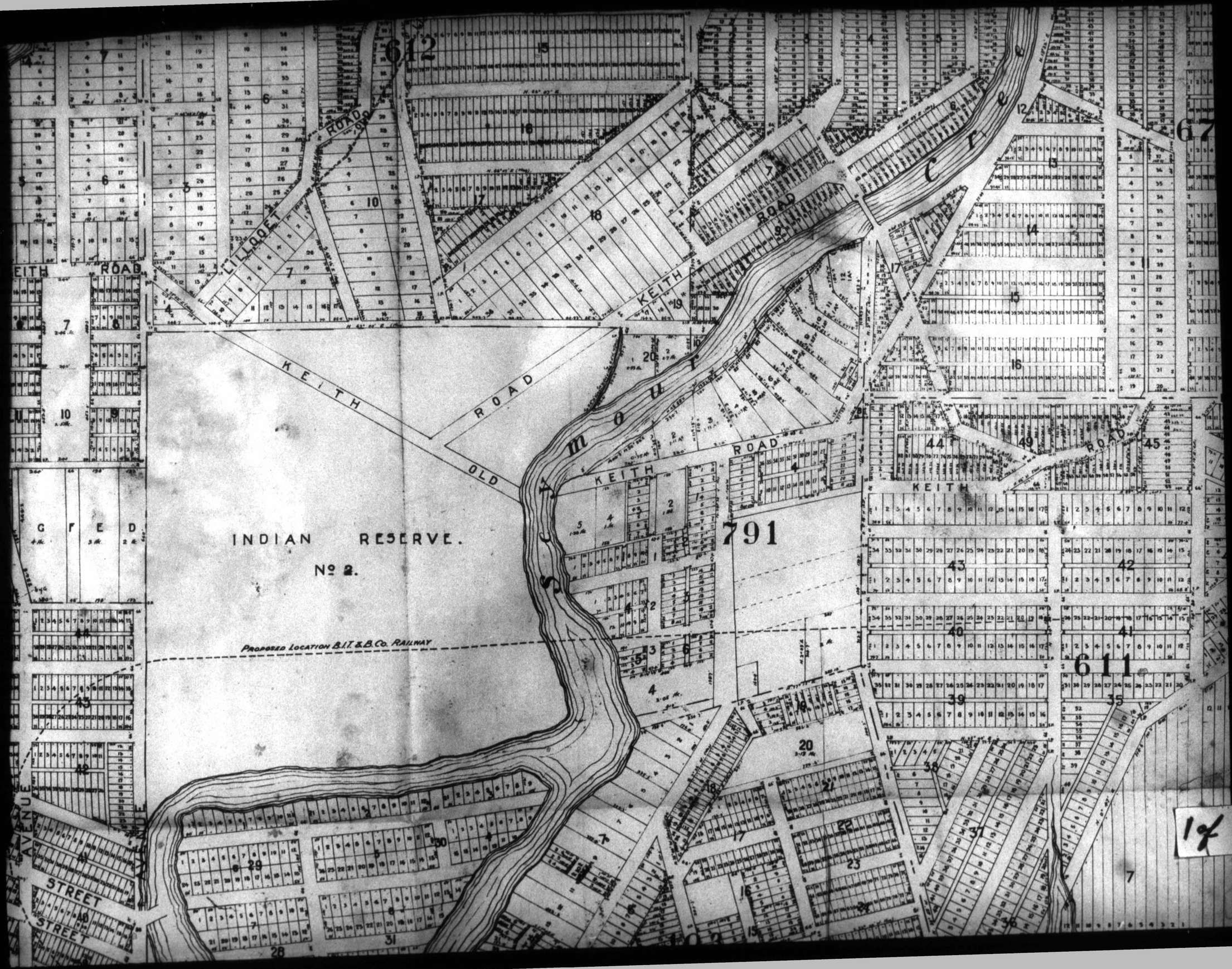
INDIAN RESERVE.
No 2.
KEITH ROAD
LILLOOET ROAD
OLD KEITH ROAD
KEITH ROAD
KEITH ROAD
KEITH ROAD
Fraser
PROPOSED LOCATION B.I.T. & B. Co. RAILWAY
STREET
STREET
AVENUE
612
791
611
67
G F E D

1/

Indian Affairs. (RG 10, Volume 8091, File 987/22-2 ...
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

2-1

Appendix No. 5.

Plan of Seymour Creek
Indian Reserve No. 2.
1926, by J. R. Burns.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
Pt. 1)

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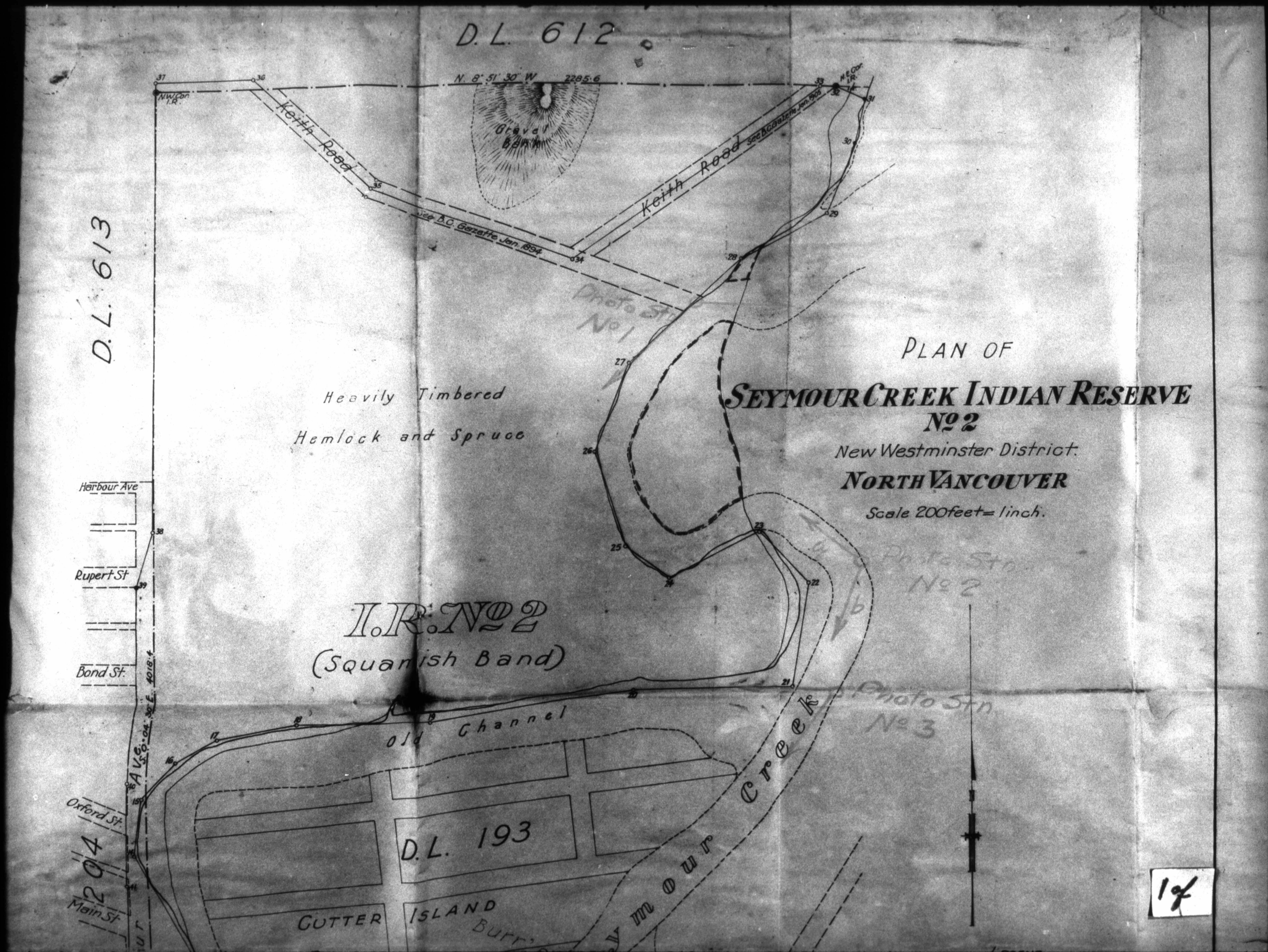
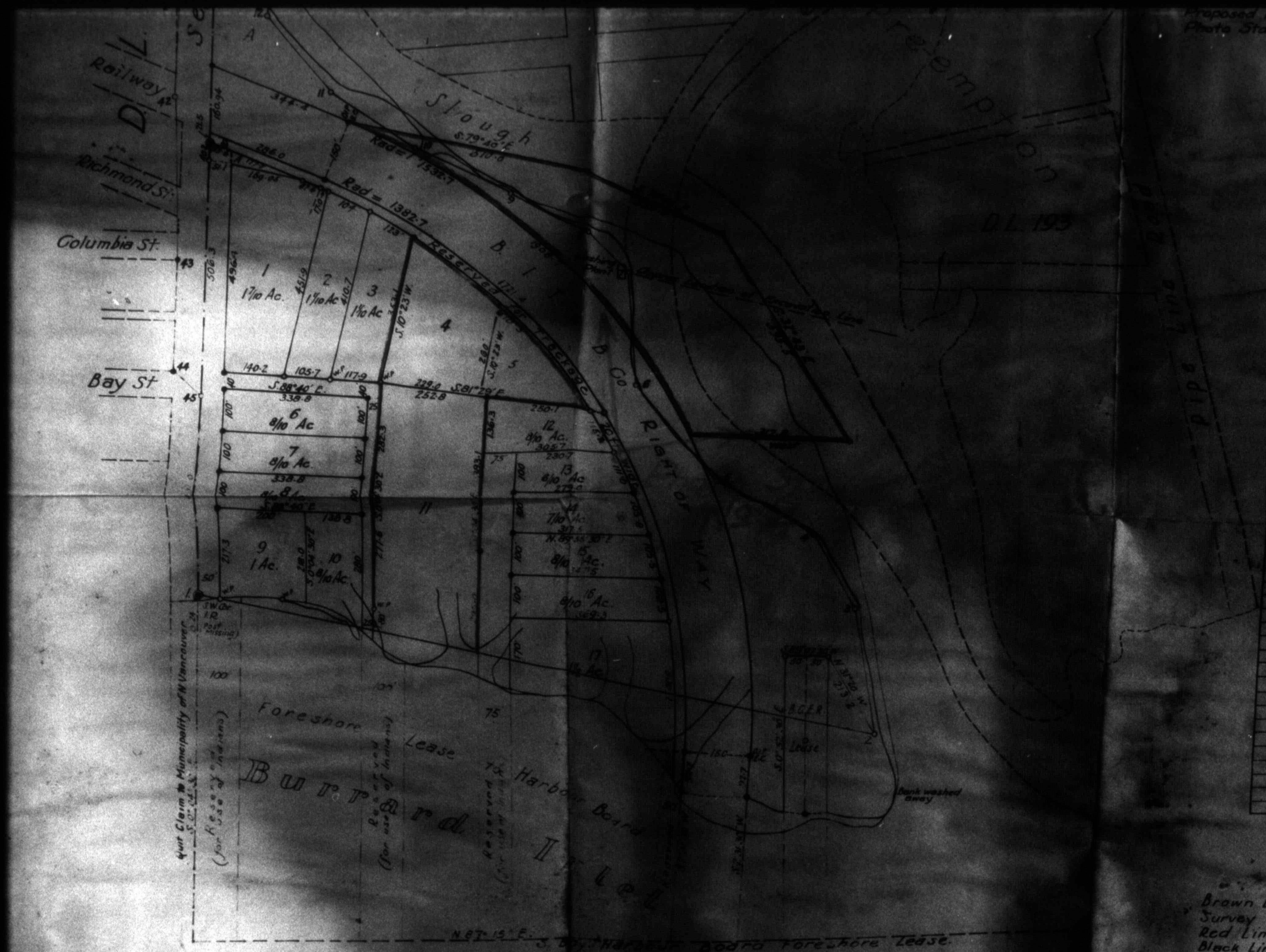
CANADA


D.L. 612
D.L. 613
N. 8° 51' 30" W 2285.6
N.W. Cor. I.R.
N.E. Cor. I.R.
Keith Road
Keith Road
See B.C. Gazette Jan. 1894
See B.C. Gazette Jan. 1905
Gravel Bank
Photo Stn. No. 1
Photo Stn. No. 2
Photo Stn. No. 3
Heavily Timbered
Hemlock and Spruce
PLAN OF
SEYMOUR CREEK INDIAN RESERVE
No. 2
New Westminster District.
NORTH VANCOUVER
Scale 200 feet = 1 inch.
Harbour Ave
Rupert St
Bond St.
Oxford St.
Main St.
A.V.G. Sec. 10. 04. 30 E. 4018.4
I.R. No. 2
(Squamish Band)
Old Channel
D.L. 193
GUTTER ISLAND
Burr
Seymour Creek
204

17



TRAVERSE TABLE.		
STATION	BEARING	DISTANCE
1 – 2	S.79°20'E.	1604.6
2 – 3	N. 9°51'W	300.0
3 – 4	N.30°05'W.	198.6
4 – 5	N.60°09'W.	259.5
5 – 6	N.39°37'W.	298.0
6 – 7	N. 5°40'W.	288.9
7 – 8	N.46°29'W.	137.8
8 – 9	N.62°38'W.	210.5
9 – 10	N.68°14'W.	245.1
10 – 11	N.57°43'W.	228.9
11 – 12	N.40°52'W	237.0
12 – 13	N.8°27'E	150.6
13 – 14	N.27°05'W	412.7
14 – 15	N.8°21'E	194.0
15 – 16	N.44°15'E	161.6
16 – 17	N.59°08'E	157.5
17 – 18	N.78°28'E	267.8
18 – 19	N.89°25'E	443.5
19 – 20	N.81°39'E	690.8
20 – 21	N.89°35'E	540.4
21 – 22	N.8°28'E	359.6
22 – 23	N.44°31'W.	242.5
23 – 24	S.84°19'W.	340.7
24 – 25	N.59°51'W.	183.4
25 – 26	N.18°46'W.	395.8
26 – 27	N.3°34'E	314.8
27 – 28	N.48°10'E	510.0
28 – 29	N.62°17'E	326.8
29 – 30	N.23°07'E	255.0
30 – 31	N.12°07'E	157.2
31 – 32	N.70°47'W.	102.2
32 – 33	N.89°39'W.	36.7
33 – 34	S.50°31'W.	1012.5
34 – 35	N.87°13'W	707.2
35 – 36	N.46°19'W	359.3
36 – 37	N.89°53'W.	334.4
37 – 38	S. 0°07'W	1520.6
38 – 39	S.17°28'W.	192.9
39 – 40	S.0° 1½'W.	677.0
40 – 41	S.0°31½'W.	351.1
41 – 42	S.1°09'W.	606.6
42 – 43	S.2°17'E	389.9
43 – 44	S.0°02'E	264.1
44 – 45	S.48°28'E	88.4
45 – 1	S.0°02'E	491.0

Legend

Brown Lines denote Capt. Jemmett's B.C.L.S. Survey 1880.
Red Lines denote Traverse.
Black Lines denote Survey 1926
Monuments thus ◉
Iron Posts thus ●
Wood Posts thus ○
Bearing Bdy. Seymour Ave. from Reg. Map 1340.
Area 1880 147.0 Acre.
Area 1926 128.1 "

I, Rodger Burnes, of the City of North Vancouver, British Columbia, Land Surveyor make oath and say that I was present at and personally superintend the survey represented by this plan and that the survey and plan are correct.
The said survey was completed the 24th day of February 1926.
Sworn before me at Vancouver
this 26th day of March 1926

J. Rodger Burnes

A Notary Public in and for
the Province of British Columbia

2 of 2

Appendix No. 6.

Photographs.

Note:- Seymour creek above City intake on 28th November, 1928, discharge 450 second-feet.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

View from Photo Station No. 1.

No 2

Showing location of gravel bar just below old Keith Road. Note erosion on right bank.
An old creek channel is seen at extreme left.

28th November, 1928.

View from Photo Station No. 2a

Looking upstream to gravel bar. 28th November, 1928.

View from Photo Station No. 2b

Looking downstream. 28th November, 1928.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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View from Photo Station No. 3.

Old channel of creek at extreme right. Plant of Cascade Rock & Gravel Company, Limited in the middle distance.

28th November, 1928.

Peer Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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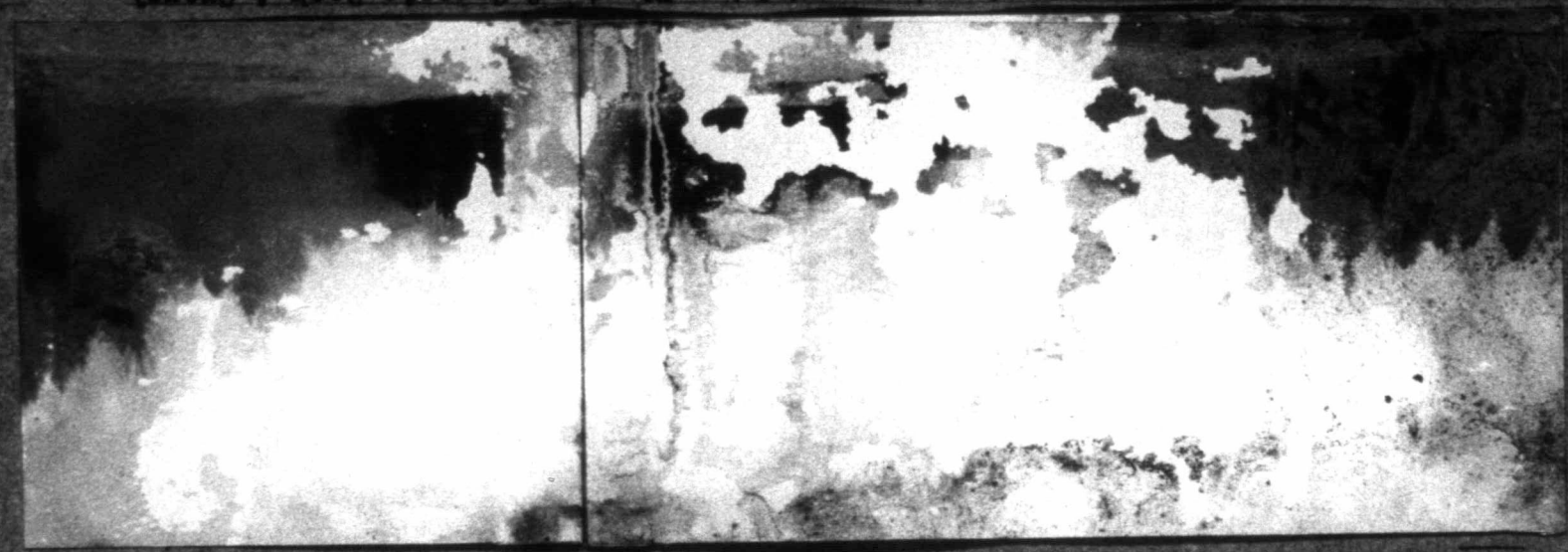
CANADA

View from Photo Station No. 2.



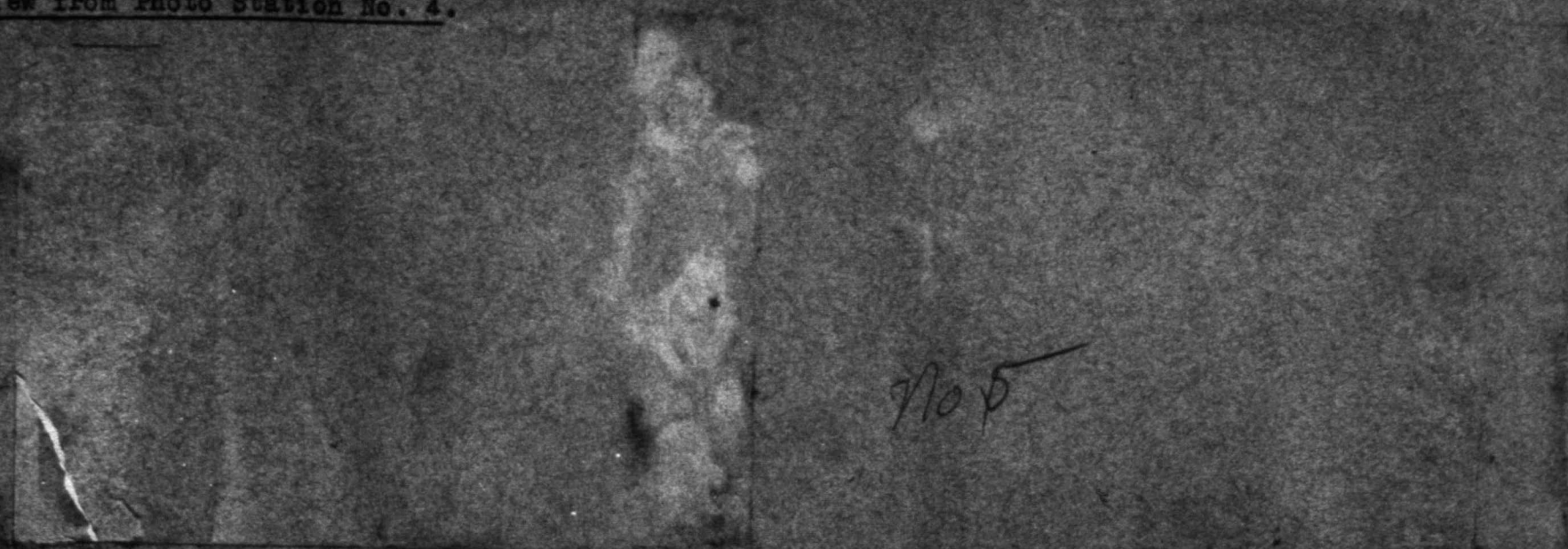
Old channel of creek at extreme right. Plant of Cascade Rock & Gravel Company, Limited in the middle distance. 28th November, 1928.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

View from Photo Station No. 4.



No 5

Showing plant of Cascade Rock & Gravel Co. Ltd. and location of hole in creek from which material is taken.

28th November, 1928.

Note:- This section of Seymour creek is affected by tides.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

11167-3

PLEASE ADDRESS YOUR REPLY TO
THE DIRECTOR OF
WATER POWER AND RECLAMATION
DEPARTMENT OF THE INTERIOR
OTTAWA, CANADA

DIRECTOR, J. T. JOHNSTON, C.E., M.E.I.C.
ASST. DIRECTOR, V. MEEK, B.A.Sc., M.E.I.C.

PLEASE REFER TO ONE CLOSED IN A LETTER, AND IN YOUR REPLY GIVE

MFC*3B

DEPARTMENT OF THE INTERIOR
CANADA
DOMINION WATER POWER AND RECLAMATION SERVICE

DEPT. OF INDIAN AFFAIRS
DEC 15 1928
RECORDS

OTTAWA, ONT., December 12, 1928.

Sir,

Your file number: 11,167-3A

In further reference to your letter of November 19 regarding the difficulty which has arisen in connection with the issue of gravel leases in the Seymour Creek Indian Reserve No. 2, at Vancouver, B.C., I enclose herewith a report prepared by Mr. Webb, our District Chief Engineer at Vancouver, which gives a very complete statement of the whole situation.

Encl.

I beg to draw your attention to Mr. Webb's conclusion on page seven of the report.

Your obedient servant,

J. T. Johnston,
Director.

Dr. Duncan C. Scott,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 1[illegible]67-3A.

December 18, 192[illegible].

Dear Sir,-

I desire to acknowledge receipt of your letter of the 12th instant enclosing copy of report prepared by Mr. Webb, your District Chief Engineer at Vancouver, in connection with the issue of gravel leases on Seymour Creek Indian Reserve No.2, [illegible].

I wish to thank you for the [illegible] in connection with the [illegible] consideration.

[illegible]bedient servant,

[illegible]erintendent General

[illegible]n Service,

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

December 18, 1928.

Dear Dr. King,-

You will re[illegible] pondence in connection with [illegible] certain recent corres- gravel lease in the Seymour [illegible] question of issuing Vancouver, to Mr. M. C. Rosen[illegible] Reserve No.2,

The Department [illegible] gation made by Mr. Webb, District[illegible]ly had an investi- of the Water Power and Reclamatio[illegible]ner at Vancouver Mr. Webb's opinion it would be ins[illegible]rvis[illegible], and in Mr. Rosenberg's application, as fur[illegible] to approve of interfere seriously with the operati[illegible]sing might ducted by the Cascade Rock and Gravel [illegible] being con- a lessee of this Department. I am in[illegible]y, at present Agent to this effect, basing our decis[illegible]our local [illegible] Mr. Webb's report.

Yours very truly,

Deputy Superintendent Gen[illegible]

[illegible]. J. H. King, M. D.,
Minister of Health,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

December 17, 1928.

Sir:

I have the honour to acknowledge receipt of your telegram dated November 27th. as follows:-

"Have arranged with C.E.Webb, District Chief Engineer, Vancouver, of Dominion Water Power Board, investigate possible affect proposed Rosenberg lease on Cascade Rock and Gravel Company lease, both in Seymour Creek Indian Reserve No.2. Consult with Mr. Webb and offer all possible assistance and cooperation advising Department fully in due course."

I now beg to report that I consulted immediately with Mr. C. E. Webb, as instructed, visiting with him the Reserve and carefully inspecting the entire area on both sides of the stream. I also furnished the data acknowledged by Mr. Webb in his report dated December 4th. which was forwarded by him to the Department, a copy of which has been filed with me. Mr. Webb and I further consulted with the parties interested in the leases under consideration.

While Mr. Webb's report is painstakingly prepared and is quite satisfactory having in view the contentious nature of the case inquired into, there are certain phases of the situation which I feel should be brought to your notice although I have no desire to take issue with the suggestions offered by Mr. Webb but rather to concur in any reasonable solution offered in his report.

The lease of Messrs. Cotton Company was granted in 1925 about which time Mr. J. Rodger Burne, B.C.L.S. made a careful traverse of the original bounds of the Seymour Creek No.2. Reserve. He was recommended to undertake the survey on account of his most intimate knowledge of the north shore, its creeks and environs. His survey was most satisfactory and his advice was considered important.

The previous report of the Water Power and Reclamation Service dated September 1925 mentioned in Mr. Webb's report dated December 4th. was prepared at my request, its design and intent being to remedy errosive conditions on the banks of the creek by leasing the area involved to be worked under engineers' directions.

Duncan C. Scott, Esq., Litt.D.,F.R.S.C.,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Before

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

December 17th. 1928.

Before Mr. Rosenberg applied to lease the area he desired, (part of which was that mentioned in the September 1925 report referred to in the preceding paragraph herein), I accompanied Mr. Will Ellis, Superintendent and Manager of Messrs. Cascade Rock and Gravel Co. Ltd. over the area and suggested to him that it may be good business for his company to apply for the area and operate it in the way desired. But Mr. Ellis said his Company would not be interested and that he thought a gravel operation on a limited scale there would do his concern no harm whatsoever.

At that time I also discussed the Rosenberg application with Mr. Surveyor Burne, who was of the opinion, having he stated studied the river and its meanderings for many years, that it would be probably a good thing for the Department and the Indians, also the property owners along the Seymour Creek if such lease were issued, the operation of which would create a larger channel and thus lessen the velocity of freshet waters. He was also of the opinion (and is today of the same opinion) that the great body of gravel material moved by freshets in the creek would be ample to supply two lessees and with more than one concern to take care of the material, the revenue of the Indians would represent the maximum production of available material.

Mr. Webb's report refers to a maximum and minimum daily mean recorded discharge, the former, in 1921, being 16900 second feet and the latter, in 1925, being 31 second feet. It happens that there has not been a major discharge since the 1921 freshet although there have been several very profitable freshets in the interval.

Whether the 65ft. basin in the Cascade operation would be able to take care of the material washed down by a big freshet is a question which has not been answered in Mr. Webb's report, although he has inferred that a single operation in the creek may have a satisfactory result. Whether such would be the case is a matter of conjecture. Mr. Surveyor Burne informed me that he thinks the agitation of another operation would take down stream quantities of material that would likely offset anything detrimental to a second lease and that excavations over the whole area of the upper portion of the creek would likely be productive of large quantities of gravel for at least two concerns in addition to eliminating the erosive condition. The Department could probably confirm these observations by writing to Mr. J. Rodger Burne, B.C.L.S., North Vancouver, B.C., should this course be desired. I would point out that Messrs. Cascade Rock and Gravel Company were not given a monopoly on the Seymour Creek, which is a large area, although they were allowed to dig a hole the depth of which was not specified when the lease was made.

In view of

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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Decem[illegible] 1928.

In view of the discussion that has arisen in this matter, I have consulted with Mr. Rosenberg and his associates in regard to the possibility of the Department's preventing them from digging the channel or a second basin in the Seymour Creek, and in view of the situation as presented in Mr. Webb's report they have agreed to meet the Cascade Rock and Gravel Company recently and to transfer their lease to that Company on condition that they be compensated for such transfer, the terms to be mutual and agreeable to both parties.

In view of this I would recommend that the proposals set out in Mr. Webb's report be favorably considered by the Department.

I would add that I have discussed the situation with the Squamish Indian Council who are willing that the Cascade Rock and Gravel Company should be invited to take over the Rosenberg lease provided that the Company compensate Mr. Rosenberg and his associates reasonably to this end.

Your obedient servant

(C. C. Perry)
Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

MINUTE OF MEETING OF SQUAMISH INDIAN COUNCIL HELD FRIDAY, NOVEMBER 23rd. 1928, AT SQUAMISH MISSION RESERVE NO.1, NORTH VANCOUVER, B.C.

PRESIDING INDIAN AGENT C.C. PERRY, VANCOUVER AGENCY. SECRETARY AND INTERPRETER, ANDREW PAULL. CHIEFS CHARLIE, [illegible], GEORGE WILLIAMS, [illegible] JIMMY, EDWARD JOSEPH, MOSES JOSEPH, HENRY JACK, COUNCILLOR GUS BAND, CHIEF LAHAL AND JOE.

The following resolution was unanimously passed and carried.

RESOLVED

Moved by Councillor Gus Band.
Seconded by Chief Henry Jack.

That the Squamish Council having considered the application of Messrs. Cascade Rock and Gravel Company Ltd. to lease Lot No.1. in the industrial subdivision of Seymour Creek Indian Reserve No.2. which lot is held under the recognized ownership of Austin Annias Harry, Squamish Indian, together with improvements on said lot, hereby resolves that the said lot be leased to the said Company at an annual rental payable in advance of the sum of $[illegible].00, said rental being based upon 10% of the assessed value per acre placed upon this lot by Mr. W. Vance who valued the Reserve for the Department for the purpose of leasing, the size of the lot being one and seven-tenths acres at the price per acre of $1300.00.

In addition to the rental to be paid, the said Company shall also pay the value of a residence and outbuildings on said lot such as shall be acceptable to the owner. A committee composed of the owner, Secretary Andrew Paull and Indian Agent C. C. Perry will set the amount to be paid by the said Company..

The term of the lease is to be a period of ten years and the lease shall carry an option or renewal for a further ten-year period. The rental for the second term of ten years is to be not more than 50% in excess of the rental paid for the first period.

CARRIED UNANIMOUSLY

I hereby certify that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

C. C. Perry

(C. C. Perry) INDIAN AGENT

The original of this document has been removed for [illegible] to the Records of the [illegible]
DLS 4-1-2 Pt
Name
1/19/71

I hereby agree to the foregoing Resolution for Lot 1 Austin A. Harry
Witness Andrew Paull
Witness Chief Henry Jack
Witness Chief Joe
Witness Chief Lahal
Witness Chief Charlie
Witness Chief Jimmy
Witness Chief Edward Joseph
Witness Chief Moses Joseph
Witness Chief George Williams
Witness Councillor Gus Band
Witness Chief Henry Jack
Witness C. C. Perry

11167-3A

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

January 2, 1929.

Sir:

I have the honour to acknowledge the receipt of Departmental letter No. 11167-3A, and enclosure, relating to the proposed lease between Messrs. Cascade Rock and Gravel Co.Ltd. and Austin Annias Harry, Indian, with respect to Lot No.1. in the industrial sub-division of Seymour Creek Reserve No.2. of the Squamish Band of Indians.

In reply I beg to transmit herewith, duly signed by Austin Annias Harry, the document enclosed by the Department and mentioned in the last paragraph of the official letter.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

PRESIDENT AND GENERAL MANAGER
WILL ELLIS

Cascade Rock and Gravel Co., Ltd.

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C. P. R. TRACKS
PHONE: SEYMOUR 9246

Jan.3/29.

Copy for Information Department of Indian Affairs,
Ottawa.

Mr.C.C.Perry,
Department of Indian Affairs,
739 Hastings St.West,
Vancouver,B.C.

Dear Sir:-

Some time ago we wrote you in connection with the consolidation of the leases that we have and also Mr.W.J.Timlick's and Mr.Will Ellis' leases. Our reason for doing so was on account of a large manufacturing firm trying to negotiate a lease to manufacture cement products on an extensive basis. They now state emphatically that they cannot afford to invest the amount of money that they would like to unless they can be guaranteed a twenty-one year lease with a right of renewal.

Under the terms of our agreement with them, they would undertake to use our sand and gravel exclusively, so that you can see our reason for wanting to close some kind of an arrangement with them.

We,therefore, beg to make an application to have our leases consolidated on the basis of twenty-one years with a right of renewal and if we agree to straighten the channel with a view to stopping the erosion upstream on the reserve, we feel that we should be entitled to the same arrangements for the first twenty-one years as we have now with the same terms as in our present lease,viz. not more than 50% increase to apply for the second period. We also feel that a clause should be inserted in the new agreement assuring us that no other leases would be granted on Seymour Creek to anyone else during the period of our tenure.

An assignment from Mr.W.J.Timlick and Mr.Will Ellis of their leases to the Cascade Rock & Gravel Co.Ltd. can be procured any time they are required.

Yours truly,
CASCADE ROCK & GRAVEL CO.LTD.

Per. Will Ellis
Pres.&Gen.Manager.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

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Minister's Office

ANDUM

January 15th, 1929.

Dr. Scott.

I am attaching hereto a copy of a letter which has been left in the office by Mr. J.G. Turgeon of Vancouver regarding the desire of the Cascade Rock & Gravel Co. Ltd. to have their leases consolidated on a basis of 21 years with a right of renewal.

Will you kindly have the representations looked into and let me have a report advising what the attitude of the Department is re this proposal.

W.J.F. Pratt,
Private Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

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File 12,147-34.

MEMORANDUM.

January 17, 1929.

Mr. Pratt:

I have your memo. of the 15th, with copy of letter of the 3rd idem, addressed to Agent Perry, of Vancouver, by the Cascade Rock and Gravel Company. This, I presume, is the matter you spoke of recently to Mr. Caldwell of our Lands Branch.

Mr. Timlick and Mr. Ellis are both officers of the Cascade Rock & Gravel Company, Limited, and hold gravel leases individually on the Seymour Creek Indian Reserve No. 2, and apparently the present intention is to consolidate the holdings of the Company and of these two individuals. The Department has no objection to such action, provided that the necessary assignments are submitted for approval, and that all other conditions are satisfactory. If the letter herewith is only a copy of one sent to Agent Perry, I have no doubt that in a day or two we shall receive a full report from Mr. Perry dealing with this matter.

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PRESIDENT AND GENERAL MANAGER
WILL ELLIS

SECRETARY-TREASURER
W. J. TIMLICK

Cascade Rock and Gravel Co., Ltd.

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C. P. R. TRACK
PHONE: SEYMOUR 9246

Jan.3/29.

Mr.C.C.Perry,
Department of Indian Affairs,
739 Hastings St.West,
Vancouver,B.C.

Dear Sir:-

Some time ago we wrote you in connection with the consolidation of the leases that we have and also Mr.W.J.Timlick's and Mr.Will Ellis' leases. Our reason for doing so was on account of a large manufacturing firm trying to negotiate a lease to manufacture cement products on an extensive basis. They now state emphatically that they cannot afford to invest the amount of money that they would like to unless they can be guaranteed a twenty-one year lease with a right of renewal.

Under the terms of our agreement with them, they would undertake to use our sand and gravel exclusively, so that you can see our reason for wanting to close some kind of an arrangement with them.

We,therefore, beg to make an application to have our leases consolidated on the basis of twenty-one years with a right of renewal and if we agree to straighten the channel with a view to stopping the erosion upstream on the reserve, we feel that we should be entitled to the same arrangements for the first twenty-one years as we have now with the same terms as in our present lease, viz. not more than 50% increase to apply for the second period. We also feel that a clause should be inserted in the new agreement assuring us that no other leases would be granted on Seymour Creek to anyone else during the period of our tenure.

An assignment from Mr.W.J.Timlick and Mr.Will Ellis of their leases to the Cascade Rock & Gravel Co.Ltd. can be procured any time they are required.

Yours truly,

CASCADE ROCK & GRAVEL CO.LTD.

Per. Will Ellis
Pres.&Gen.Manager.

WE/R

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

January 9, 1929.

Gentlemen:

I beg to acknowledge receipt of your letter of January 3rd. having reference to the proposed extension of your leases in the Seymour Creek Reserve. In reply I beg to say it will not be possible to include the lease of Mr. Will Ellis to Mr. Andrew Paull's property with the areas of the tribe, the former lease being for purposes of amusement and is not included in the industrial area south of the railway. If Mr. Paull's area is wanted for industrial purposes, it will be necessary to make application to cancel the lease and renew it as an industrial proposition. The matter would have to be presented for Departmental consideration and the Squamish Tribe would have to reconsider the question. The other privately owned properties of individual Indians cannot properly be merged with tribal leases on a flat rental basis without complications arising.

I think I am safe in saying that the Squamish Tribe will not agree to commit themselves to a longer lease than you already have on the same basis of rental, and I cannot see at present that such a course as you propose could be recommended to the Department, in view of the fact that your present renewable leases are reasonably made on the basis of 50% renewable rental, which gives the Indians the privilege of revaluing their properties at least in twenty years' time which any concern would desire to do in view of the rapid growth of the City and its environs.

As you have mentioned the matter of erosion of the stream in connection with the proposal, I will await the Department's disposition of this matter before discussing with the Indians any proposal that may involve that question which has been made the subject of intensive reports and discussion. The Indians cannot further discuss the question of granting you the exclusive use of the river in the Reserve until the Department has disposed of the matter of the application of N. C. Rosenberg and Associates. No word has been received from Ottawa regarding the outcome of the report of the Dominion Water Power and Reclamation Service therein.

A copy of your letter above mentioned and a copy of this reply are being forwarded to the Department for its information.

Your obedient servant,

Messrs. Cascade Rock & Gravel Co. Ltd.,
False Creek,
Vancouver, B.C.

(C. C. Perry)
INDIAN AGENT

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFF
JAN 19
RECEIVED

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

January 11, 1929.

1146

Sir:

I beg to transmit herewith a letter dated January 3rd. received January 7th. from Messrs. Cascade Rock and Gravel Company Ltd., of Vancouver, and a copy of my reply thereto dated January 9th., both on the subject of the leases of that Company and Mr. W. J. Timlick in the Seymour Creek Reserve No.2. of the Squamish Indians. These letters will be self-explanatory.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs: (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Cascade Rock & Gravel Co Ltd

Lots 2 & 3 - 10 yrs 15 Apr. 1928
Renew & reappraise on revaluation
$330.00 an rental

Timberlake

Lots 6, 7, 8 + 10
10 yrs Apr 15 - 28
same terms as above
$520.00 per an

Ellis

Andrews Park prop. 6 acres
Amusement park
21 yrs Oct. 1st 1928
Ren on cond terms to be
agreed on
$400.00 per an.
+ 10% net profits

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11 167/3A-

OTTAWA, 24th January, 1929-

Sir-

Lease No 128: Cascade Rock & Gravel Company, Limited.
Land on Seymour Creek Indian Reserve.

Ref. File 89/167-

Referring to your letter of the 12th Instant I beg to acknowledge the receipt of rental in the sum of $500.00,- payment to 15th September 1929,- in connection with which it is observed that royalty has been paid, only, to 30th June last and, further, the Declaration for confirmation of quantity covered by payment of $1100.00 (August 1928) has not, as promised, been submitted.

May I ask that you will be good enough to communicate with the Company in this matter.

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell.)

Charles C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER,
B. C.-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11,167-3A.

Ottawa, January 24, 1929.

Gentlemen,-

Mr. Agent Perry has forwarded to us your letter of the 3rd instant, together with copy of his reply of the 9th, and both referring to your proposed consolidation of certain leases now current in the Seymour Creek Indian Reserve No. 2.

The information given you by our local Agent is quite correct, and while ordinarily the Department would offer no objection to a consolidation of leaseholds for such purpose as stated in your letter, it would appear that there are certain difficulties in connection with the present proposition, which could not be overcome without at least referring the whole matter again to the Squamish Council.

The lease which your Company now holds, covering lots 2 and 3, is for a period of ten years from the 15th of April, 1928, renewable for a like period following re-adjustment of rental, on the basis of a re-valuation of the property leased. The lease to Mr. Timlick covering Lots 6, 7, 8 and 10 is subject to identical terms and provisions. On the other hand, the lease to Mr. Ellis of the Andrew Paull property is for twenty-one years from the 1st of October last, but the agreement states specifically that the property is leased for the purpose of creating or developing an amusement park.

The leases now held by your Company and Mr. Timlick could, providing the necessary assignment was executed by Mr. Timlick, be amalgamated, but the Ellis lease could not be included, as it was issued for a special purpose and subject to other special conditions. On the other hand, the Department could not agree to an extension of the term in connection with either your lease or that now held by Mr. Timlick, as the conditions

Messrs. Cascade Rock & Gravel Company, Limited,
False Creek;
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

were very definitely set forth in the resolution passed by the Squamish Council and preceding the surrender of the property for leasing. The only way in which this phase of the situation could be adjusted would be by referring the matter again to the Squamish Council. No doubt Mr. Perry would be in a position to advise you whether any such action would likely be successful.

Mr. Perry in his reply to your letter refers briefly to the circumstances in connection with the application of Mr. N. C. Rosenberg, and in this connection I may say that the Department proposes taking action along the lines suggested in the report of Mr. C. E. Webb, recently made at our request by the Dominion Water Power and Reclamation Service of the Department of the Interior. It is, therefore, not our intention to issue a lease to Mr. Rosenberg, but we consider that your Company should be prepared to offer some reasonable compensation to Mr. Rosenberg and to undertake to pay to this Department an amount equal to the annual rental which was involved in this application, and which would have been paid by Mr. Rosenberg had lease issued to him. Our Mr. Perry is familiar with the circumstances in connection with these several matters, and I would suggest that you have some further discussion with him with a view to some satisfactory settlement of the various points at issue.

Your obedient Servant,

J. D. McLean.
Assistant Deputy & Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11,167-3A.

Ottawa, January 24, 1929.

Sir,-

I desire to acknowledge the receipt of your letter of the 11th instant, enclosing copy of your letter of the 9th, to the Cascade Rock & Gravel Company, Limited, and also letter of the Cascade Rock & Gravel Company, Limited, to you, dated the 3rd instant.

Enclosure.

For your information I enclose herewith copy of a letter which has this day been forwarded to the Cascade Rock & Gravel Company, Limited, indicating the attitude of the Department with respect to the matters involved.

Your obedient Servant,

J. D. McLean.
Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
Vancouver, B. C.

Form

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11 167/3A-

OTTAWA, 28th Jaunary, 1929

Sir-

WITH ENCLOSURE.

Referring to your letter of the 2nd Instant I enclose Lease, in triplicate, in favour of Cascade Rock and Gravel Company, Limited, covering land in Seymour Creek Indian Reserve No2, for signature and, thereafter, to be returned to the Department for final execution.

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell.)

Chas. C. Perry, Esq.,
415 Winch Building,
VANCOUVER,
B. C.-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3a

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JAN 29 1929
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

January 15, 1929.

Schools

Sir:

I beg to refer to Departmental letter dated December 10th. 1928, No. 11 167/3A-, relating to the letter addressed by me to the British Columbia Sand & Gravel Company Ltd. In this matter I beg to advise that no reply has been received from the Company and correspondence therein is not satisfactory inasmuch as there is no change in the situation mentioned in my letter to the Company referred to; and rental due January 1st. has not yet been paid.

Perhaps a letter from the Department will do good in this connection.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

PRESIDENT AND GENERAL MANAGER
WILL ELLIS

SECRETARY-TREASURER
W. J. TIMLICK

Cascade Rock and Gravel Co., Ltd.

PLANT AND BUNKERS:
NORTH END SECOND NARROWS BRIDGE
PHONE: NORTH 1363

VANCOUVER, B. C.

OFFICE: FALSE CREEK
DUE SOUTH PENDER STREET AND C.P.R. TRACKS
PHONE: SEYMOUR 9246

Feb.6th,1929.

DEPT. OF INDIAN AFFAIRS
FEB 12 1929
RECORDS

The Hon.Dr.McLean,
Deputy Minister of Indian Affairs,
Ottawa,Canada.

Dear Sir:-

We would like to get a copy of Mr.C.E.Webb's report on Gravel Lease-Seymour Creek Indian Reserve No.2 for our file in this Office.

The full title is as follows:-

J.T.Johnston,Esq.,C.E.

Director.

Dom.Water Power & Reclam.Service,

Department of the Interior.

OTTAWA.

Vancouver,B.C.
Dec.4/28.

Yours truly,
CASCADE ROCK & GRAVEL CO.LTD.

Per Will Ellis

R.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11,167-3.

Ottawa, February 16, 1929.

Gentlemen,-

I desire to acknowledge the receipt of your letter of the 6th instant, requesting to be furnished with a copy of Mr. C. E. Webb's report on the subject of gravel leases in Seymour Creek Indian Reserve No. 2. We have not a second copy of this report in the Department, but your request will be brought to the attention of the Dominion Water Power & Reclamation Service for consideration.

Your obedient Servant,

J. D. McLean.
Assistant Deputy & Secretary.

The Cascade Rock & Gravel Co., Ltd.,
Vancouver,
B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11,167-3.

Ottawa, February 16, 1929.

Dear Sir,-

I attach hereto copy of a letter just received, from the Cascade Rock & Gravel Company, Limited, requesting to be supplied with a copy of Mr. C. E. Webb's report on the subject of gravel leases in the Seymour Creek Indian Reserve No. 2, in the Province of British Columbia. Possibly you may be able to supply the Gravel Company with a copy of this report.

Enclosure.

Your obedient Servant,

J. D. McLean.
Assistant Deputy & Secretary.

J. B. Johnston, Esq.,
Dominion Water Power & Reclamation Service,
Department of the Interior,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Copy)

C. N. R. Telegram.

Vancouver, B. C.,

February 15, 1929.

W. J. F. Pratt,
Secy to Hon. Chas. Stewart,
Minister of Interior,
Ottawa, Ont.

Reference letter your Department January twenty-fourth signed MacLean addressed Cascade Rock and Gravel Company I do not think Gravel Company should be forced to make any payment to Rosenberg as suggested in last paragraph. All other conditions set out perfectly satisfactory. If you really think payment referred to should be made will see what I can arrange although feel this should not be necessary. Please advise earliest convenience.

J. G. Turgeon.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 11,167-3.

Form 6162, replacing Form 3A, T 30

CLASS OF SERVICE DESIRED	
Day Message	
Day Letter	
Night Message	
Night Letter	

Patrons should [illegible] opposite the class of [illegible] desired; OTHERWISE THE [illegible] WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

CANADIAN NATIONAL TELEGRAPHS

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RECEIVER'S NO.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, February 15, 1929.

J. G. Turgeon,
706 Yorkshire Building,
Vancouver, B. C.

Replying your telegram fourteenth, Department not disposed to insist upon compensation to Rosenberg but considers that any incidental expense incurred by Rosenberg such as costs of survey if any should be paid Stop Department merely desires that all interested parties should if possible be satisfied following recent decision.

W. J. F. Pratt.

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 11.162-3.

Form 8102, replacing Form 8A, T.W.

CLASS OF SERVICE DESIRED
Day Message
Day Letter
Night Message
Night Letter

Patrons should [illegible] opposite the class of [illegible] desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

CANADIAN NATIONAL TELEGRAPHS

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Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, February 15, 1929.

J. G. Turgeon,
706 Yorkshire Building,
Vancouver, B. C.

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W. J. F. Pratt.

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

FISCAL YEAR 1928-29.

Vol. No. 3631. Vote No.

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

VANCOUVER AGENCY

To Mr. Fred George,
C/o Indian Agent C. C. Perry,
Vancouver, B.C.

Estate of the late Little George, Squamish Indian, Now in Squamish Account No. 54.B.C.

Folio 204-Vol II

DATE 1929.	DETAIL	AMOUNT
February 6th.	To amount of rental paid by Messrs. Cascade Rock & Gravel Co.Ltd. with respect to Lot No.2. Seymour Creek Reserve No.2., Squamish Band, B.C., as leased under date April 16th. 1928 - Lease No.146.	
	½ share of rental paid 10% of $1500.00 per acre for 1 year from April 1st. 1928. Lot 1 1/10 acre, rental,	82.50
	½ share in price paid for old house standing on abovementioned lot,	25.00
	See resolution of Squamish Indian Council dated November 23rd. 1928 herewith, regarding disposal of estate.	
		$107.50

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent

Form No. 11

1606 May 15/29

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FISCAL YEAR 1928-29.

Voucher No. 3632. Vote No.

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

VANCOUVER AGENCY Estate of the late Little George, Squamish Indian, Now in Squamish Account No.54, B.C.

To Mr. Henry George,
C/o Indian Agent C. C. Perry,
Vancouver, B.C.

DATE 1929.	DETAIL	AMOUNT
February 6th.	To amount of rental paid by Messrs. Cascade Rock & Gravel Co. Ltd. with respect to Lot No.2. Seymour Creek Reserve No.2., Squamish Band, B.C., as leased under date April 16th. 1928 - Lease No.146.	
	½ share of rental paid 10% of $1500.00 per acre for 1 year from April 1st. 1928. Lot 1 1/10 acre, rental,	82.50
	½ share in price paid for old house standing on above-mentioned lot,	25.00
	See resolution of Squamish Indian Council dated November 23rd. 1928 herewith, regarding disposal of estate.	
		$107. 50

54

1606

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent

Form No. 11

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

MINUTE OF MEETING OF SQUAMISH INDIAN COUNCIL HELD FRIDAY, NOVEMBER 23rd. 1928, AT SQUAMISH MISSION RESERVE NO.1, NORTH VANCOUVER, B.C. PRESIDING INDIAN AGENT C.C. PERRY, VANCOUVER AGENCY. SECRETARY AND INTERPRETER, ANDREW PAULL, CHIEFS CHARLIE, ANDREW, GEORGE WILLIAMS, JIMMY JIMMY, EDWARD JOSEPH, MOSES JOSEPH, HENRY JACK, COUNCILLOR GUS BAND, CHIEF MATTHIAS JOE.

The following resolution was unanimously passed and carried.

RESOLUTION

Moved by Chief Jimmy Jimmy.
Seconded by Chief Moses Joseph.

That the Department of Indian Affairs be requested to divide the proceeds of rental with respect to Lot 3 in the industrial sub-division of Seymour Creek Indian Reserve No.2, together with the sum of $50.00 received from Messrs. Cascade Rock and Gravel Co. Ltd., for an old house standing on the lot, equally between Fred George and Henry George who are the only children of the late Seymour George, otherwise known as Little George, for the benefit of whose estate the said lot was located at the time of the industrial subdivision and who died intestate.

CARRIED UNANIMOUSLY

I hereby certify that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

.....
(C. C. Perry) INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3a

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

1/140.

February 11, 1929.

Lands

Sir:

I have the honor to refer to my letter dated May 12th. 1928 on the subject of Lease No.146 dated April 16th. 1928, authorized by Departmental correspondence numbered 11167-3A. In this connection rental of $165.00 and the sum of $50.00 for an old house - total $215.00 was paid by the Cascade Rock and Gravel Company with respect to Lot No.2., Seymour Creek No.2. Reserve subdivision, Squamish Band - estate of the late Little George.

Money on 7-8-167

I pointed out in my letter that the amounts paid should remain in the Squamish Trust fund until the matters surrounding the disposition of this estate should be gone into.

The Squamish Council has now passed a resolution, requesting that the monies be paid in two equal shares to the only heirs of the late Little George - Fred George and Henry George, sons of the deceased. A copy of the resolution is sent herewith.

Pay as

I would recommend that the Vouchers submitted in the respective names of these Indians be paid to them in accordance with the Council resolution.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

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(3)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

PLEASE ADDRESS YOUR REPLY TO
THE DIRECTOR OF
WATER POWER AND RECLAMATION
DEPARTMENT OF THE INTERIOR
OTTAWA, CANADA

DIRECTOR, J. T. JOHNSTON, C.E., M.E.I.C.
ASST. DIRECTOR, V. MEEK, B.SC., M.E.I.C.

PLEASE REFER TO ONE SUBJECT IN A LETTER, AND IN YOUR REPLY QUOTE.
FILE No. 2543-W "A"
Your file 11167-3

MFC:MLP

DEPARTMENT OF THE INTERIOR
CANADA
DOMINION WATER POWER AND RECLAMATION SERVICE

OTTAWA, ONT., February 20, 1929.

DEPT. OF INDIAN AFFAIRS
FEB 21 1929

Sir:

Replying to your letter of the 16th instant, I have asked Mr. Webb to send to the Cascade Rock and Gravel Company, Limited, of Vancouver, a copy of Mr. Webb's report on the gravel leases in Seymour Creek Indian Reserve No. 2, in accordance with your request.

Your obedient servant,

J. T. Johnston,
Director.

Per M.F.C.

J. D. McLean, Esq.,
Assistant Deputy and Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

February 12, 1929.

Sir:

I have the honor to acknowledge receipt of Departmental letter dated 28th. January, No. 11 167/3A- covering triplicate lease in favor of Messrs. Cascade Rock & Gravel Co. Ltd. covering land in Seymour Creek Indian Reserve No.2. for signature and, thereafter, to be returned to the Department for final execution. This lease has been sent to the Company for execution and when completed will be forwarded to you.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

Ottawa, 25th February, 1929.

Sir,

I beg to acknowledge the receipt of your letter of the 11th instant, No.1/140, enclosing resolution of Council with respect to the payment of a sum of $215.00 to the heirs of the late Little George.

In reply I beg to say that we do not appear to have any estate under that name. We have the estate of Chief George of which you were appointed administrator on the 25th June, 1924, and with respect to which you were asked for a statement of the assets and disbursements on the 25th July, 1925. Is this the George estate to which you refer in your letter of the 11th instant? I should be glad to receive a report as to the assets and disbursements, if any, of the Chief George estate.

Your obedient servant,

Asst. Deputy and Secretary.

C.C.Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B.C.

MAR 5 1929

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
MAR 26 1929
OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., March 21, 1929.

Sir:

I beg to acknowledge receipt of your letter dated 25th. February, ultimo, No.11167-3, with regard to the estate of the late Little George of the Squamish Band of Indians.

In reply I beg to say that the only assets appearing in the estate of the deceased are those in the Seymour Creek No.2. Reserve, where deceased resided when living, referred to in my letter of the 11th. February, ultimo.

The "Chief George" mentioned in your letter belonged to Sechelt, and Departmental letter No. 9167-7 dated 25th. June 1924, gave me authority to administer his estate. The latter estate is being dealt with under separate file.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

MAR 27 1929

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., March 28, 1929.

Sir:

I have the honor to transmit herewith Bank Draft No. 485 for the sum of $750.00 which amount has been paid by Messrs. Cascade Rock and Gravel Co. Ltd. of Vancouver, on account of royalty due on sand and gravel material taken under their lease in the Seymour Creek No.2. Reserve of the Squamish Band of Indians.

The Company states that as soon as their books are audited they will adjust their payments to the actual value of material taken.

Kindly have the amount credited to Squamish trust fund No.54.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

ACCOUNTANT
MAY 8 1929

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 485

Duplicate for Department.

$750.00 ROYAL Bank of CANADA

MARCH 28TH 1929

Received from CHARLES C. PERRY

on account of INDIAN AGENT, IN TRUST.

the sum of SEVEN HUNDRED AND FIFTY 00/100 **********

which amount will appear at the RECEIVER GENERAL'S credit with this Bank,

Signed in Triplicate,

Ent'd 54 Jns 1796 Folio 204 Vol II

Pro. Manager.

DEPT. OF INDIAN AFFAIRS APR 6 RECORDED

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FISCAL YEAR 1929-30.

Voucher No. 3875. Vote No. 54

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

VANCOUVER AGENCY

To G. S. Mason, Esq.,
Dominion Building,
Vancouver, B.C.

Squamish Band.
Account No.54.,
Funds at Credit.

DATE 1929.	DETAIL	AMOUNT
May 31st.	Refund of rental paid in advance on application to lease gravel area in Seymour Creek Reserve No.2. of N. C. Rosenberg.	
	Amount paid October 5th. 1928, and sent to Department by bank draft No.448.	100.00
		$100.00

2674
Abst 22/6/29

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just; also, that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent

Form No. 11

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
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CANADA

PLACER
FREE MILLING
SILVER LEAD &
ZINC ORE
SAND & GRAVEL
ETC.

ESTABLISHED 1918

"If it's Mining we have it"

G. MASON, MGR.
CABLE ADDRESS "GEOMA"
CODE, WESTERN UNION
TELEPHONE SEY. 5466

VANCOUVER, B.C. April 13th/29

Mr C.C.Perry
Dept of Indian Affairs
Winch Bldg
Hastings St West
Vancouver-B.C.

Dear Sir;-

I am directed by Mr N.C.Rosenberg & Associates to withdraw the application of Mr N.C.Rosenberg's for a gravel lease in the Seymour Creek Indian Reserve No2 on the North Shore ,in favor of the Cascade Rock & Gravel Co Ltd ,and you will please request your Department to refund the sum of $100.00 which I paid on this lease on Oct 5th 1928. We are taking this action on account of the objections of the Cascade Rock & Gravel Co Ltd ,who have satisified us as result of a report of the Dominion Engineer regarding the effect that our lease if worked would have on their property .

The Cascade Rock & Gravel Co Ltd will give you a cheque in Mr Rosenberg's favor for $500.00 in full settlement of our claim for expences incurred by us .

Yours truly.

G. Mason

for N.C.Rosenberg & Associates.

GSM/HB.

The above letter and cheque has been handed to Mr Rosenberg
P.B. Perry
Indian Agent
May 25th/29

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Vancouver Agency,B.C.,
415 Winch Building,
Vancouver,B.C.,
May 31st,1929.

I/140.

Sir,-

I beg to refer to Departmental letter No.II,167-3A, dated January 24th,last,with reference to the Cascade Rock & Gravel Company Ltd and its interests in the gravel areas in the Seymour Creek Indian Reserve No.2,of the Squamish Band, and to transmit herewith a letter dated April 13th,1929,by which the application of N.C.Rosenberg for a gravel lease is withdrawn. The letter will be self-explanatory.

It will now be in order for the Department to have the lease papers forwarded to me in favor of the Company instead of to Mr.N.C.Rosenberg.

With regard to the Company's expressed desire to consolidate their holdings in this reserve,it would seem necessary to complete the present lease in the Company's favor before the matter of any consolidation could be properly considered. It will also be apparent that payment of rental by the Company would be due from the date of the new lease. It is further to be stated that any proposed modification or conduct of the present lease should be governed by the reports of the Dominion Water Power and Reclamation Service in regard thereto.

Voucher No.3875 is also sent herewith for a refund of the sum of $100.00 paid with respect to the application of N.C.Rosenberg for a lease which has not been granted.

Your obedient servant,
Charles C. Perry
Indian Agent,

The Secretary,
Department of Indian Affairs,
Ottawa,Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

JUN 6 1929
RECORDS

Vancouver Agency, B.C.,
415 Winch Building,
Vancouver, B.C.,
May 31st, 1929.

I/140.

Sir,-

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It will now be in order for the Department to have the lease papers forwarded to me in favor of the Company instead of to Mr.N.C.Rosenberg.

With regard to the Company's expressed desire to consolidate their holdings in this reserve, it would seem necessary to complete the present lease in the Company's favor before the matter of any consolidation could be properly considered. It will also be apparent that payment of rental by the Company would be due from the date of the new lease. It is further to be stated that any proposed modification or conduct of the present lease should be governed by the reports of the Dominion Water Power and Reclamation Service in regard thereto.

Voucher No.3875 is also sent herewith for a refund of the sum of $100.00 paid with respect to the application of N.C.Rosenberg for a lease which has not been granted.

Your obedient servant,
Charles Cluny
Indian Agent,

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPT. OF INDIAN AFFAIRS
JUN 6 1929
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., June 1, 1929.

Sir:

I beg to refer to Departmental letter No. 11167-3A, dated December 11th. 1928, with regard to the lease of lot No.1. in the industrial subdivision of Seymour Creek Indian Reserve No.2. to the Cascade Rock and Gravel Co. Ltd., and in this connection to say that I reported to the Department by letter dated January 22nd. 1929 transmitting a signed document asked for by the Department in its letter above quoted. As I have not received any formal document to be handed to the leasing company and the Indian has asked for his lease money, perhaps the Department would be good enough to forward the lease papers for the signature of the company so that rental can be collected and the Indian in due course receive his money.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

R

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY

415 Winch Building,
Vancouver, B. C., June 5, 1929.

1/140.

Sir:

I beg to advise the Department that cheque in favor of Indian Fred George for the sum of $107.50, being the proceeds of one-half of the estate of the late Little George taken from Squamish Band funds, was sent by the Department on the 15th. of May following my transmission of vouchers 3631 and 3632 each for $107.50, and would inform the Department that the cheque for the voucher 3631 in favor of Fred George was not received with the cheque for Henry George. I would therefore request that this matter be checked up and the cheque forwarded to me in due course.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11,167-3.

Ottawa, June 17, 1929.

Sir,-

I have to acknowledge the receipt of your letter of the 1st instant, No. 1/140, in regard to lease to the Cascade Rock & Gravel Company, Limited, covering Lot No. 1 in the industrial subdivision of Seymour Creek Indian Reserve No. 2. In reply I may say that the Department does not quite understand your letter, in view of the fact that the lease above mentioned was forwarded to you for signature under cover of Departmental letter of the 28th January last, which letter was acknowledged by you on the 12th February.

Your obedient Servant,

J. H. Caldwell.
Director of Indian Lands & Timber.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., August 7, 1929.

1140

Sir:

I beg to acknowledge, with thanks, receipt of Departmental letter No. 11,167-3, dated June 17th. 1929, with reference to the lease papers connected with lot No.1. in the Seymour Creek No.2. Reserve of the Squamish Band, in favor of Messrs. Cascade Rock and Gravel Company Ltd.

In reply I beg to say that my letter of June 1st. to the Department was sent in error, as my file shows that the lease papers were handed to the company for execution in February last and a note thereof made by me in the file, the latter having been overlooked when I wrote on June 1st.

I now have pleasure in sending the lease in triplicate duly signed by the Company, for final execution. These have been received from the Company upon request. The Company explains that they were overlooked.

I regret having put the Department to any trouble over this incident.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11,167-3.

Ottawa, August 27, 1929.

Sir,-

Referring to your letter of the 7th instant, I enclose, for the usual disposition, Lease No. 197, in duplicate, in favor of Cascade Rock and Gravel Company, Limited, covering Lot No. 1 in the industrial subdivision of Seymour Creek Indian Reserve No. 2.

Enclosure.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber.

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
SEP 5 1929
RECORDS

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., August 31, 1929.

1/140

Sir,

I have the honor to acknowledge receipt of Departmental letter dated August 27th. No.11167-3, covering duplicate lease No. 197 in favor of Messrs. Cascade Rock and Gravel Co. Ltd. covering Lot No.1. in the industrial subdivision of Seymour Creek No.2. of the Squamish Band of Indians. In reply I beg to say that the triplicate lease has been forwarded to the company today with a request for payment of rental and other payments thereunder.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PHONE DOUGLAS 2260

CITY OFFICE:
422 STANDARD BANK BUILDING

SEABOARD OIL AND REFINING COMPANY LIMITED

(INCORPORATED UNDER THE LAWS OF THE DOMINION OF CANADA)

MARKETERS AND REFINERS
OF PETROLEUM PRODUCTS

VANCOUVER, B.C.

October 1, 1929.

Department of Indian Affairs,
739 - Hastings Street West,
Vancouver, B.C.

Gentlemen:

We hereby make application for a lease covering Lots 12, 13, 14, 15, 16 and 17 of the Seymour Creek Indian Reserve #2, North Vancouver at an average rental of $150.00 per acre for Lots 12 to 16 inclusive, and $200.00 per acre for Lot 17.

We are enclosing herewith a tracing and two prints of the property in question, and would ask that the road allowance lying South of Lot 12 and West of Lots 13 to 17 inclusive be included in the lease applied for, and cancelled in so far as a road allowance is concerned.

It is our intention to build a refinery plant on this site in question, construction of which will be started immediately upon the granting of our application, and it is therefore necessary, that we be granted the entire acreage applied for in order that the location may meet our requirements.

We will greatly appreciate consideration of our application at the earliest moment possible, in order that our construction program may be gotten under way before the winter season sets in.

Sincerely yours,

SEABOARD OIL & REFINING CO.LTD.,

By D. B. Boyd
D. B. BOYD,
President.

DBB:ER

SEABOARD OIL AND REFINING CO. LTD. VANCOUVER, B.C. PRODUCTS

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT 7 1929
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., October 1, 1929.

Sir:

With reference to your letter file No. 13-167-50 of August 22nd. 1928 concerning the application of Mr. W. R. Spicer to lease Lot No.17 in the industrial subdivision of Seymour Creek No.2. Squamish Indian Reserve, I am instructed by Commissioner Ditchburn to forward you an application for the Seaboard Oil and Refining Co. Ltd. to lease Lots 12, 13, 14, 15, 16 and 17 in this area.

As the Lot 17 is the key to the property the application is contingent upon the Company's obtaining it, hence the matter is passed to you before taking it up with the Indian Council.

With reference to Mr. Spicer, we consider his application is made with a view to exploitation of the lot and we consider the interest of the Indians will be better served by the inclusion of the Lot 17 in a lease to a large and responsible Company.

It is proposed by the Company with the consent of the Department to take over Lots 1, 2, 3, 5 and 11 on this subdivision, now held under lease by the Cascade Rock and Gravel Company, as well as Lots 6, 7, 8, and 10 held by Mr. W. J. Timlick. They will also apply to the Harbour Board for foreshore lease in front of Lots 10 and 11.

As existing leases on these lots date for ten years from April 15th. 1928, it is considered that any lease granted to Seaboard Oil & Refining Company in respect to Lots 12,13, 14, 15, 16 and 17 now applied for should be made to expire on April 15th. 1938, in order that the renewals may come in together for consideration and adjustment as to rates of rental, etc., by the Department. It is further proposed that the valuation of these lots shall be taken for rental purposes on the same basis as existing leases on this subdivision, viz:- $200.00 an acre for waterfront lots and $150.00 an acre for inside lots.

Your attention is also directed to the inclusion by the Company in their application for the cancellation of the road allowance lying south of Lot 12 and west of Lots 13 to 17 inclusive. In this connection I would submit that as this road allowance is a subdivision one and the application of the Company covers the lots served by it, there would be no harm in this. On the contrary it would represent increased acreage for rental.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

The Company

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

October 1, 1929.

The Company expect their first vessel in about the middle of December and are very anxious to come to a definite understanding at an early date. I should be much obliged therefore, if you will favour me with your instructions as to presentation to the Indian Council and surrender of the lots in question as soon as possible.

In granting such lease I would add that it would be advisable to include a clause whereby the Company would be called upon to pay such taxation as may be found necessary by the Local Authorities.

The reference number of your plan in this connection is B. C. 317.

Your obedient servant,

A.O'N.Daunt

(A.O'N.Daunt)
Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11167-3

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., October 31, 1929.

Sir:

I beg to inform the Department that included in Bank Draft No. 523 is an amount of $400.00 collected by me from the Cascade Rock and Gravel Co.Ltd. representing the value of buildings, fruit trees, etc. on the property of Austin A. Harry of the Squamish Band, on Lot No.1. Seymour Creek No.2. Reserve. Will you be kind enough to forward me a cheque in favour of this Indian in refund thereof. (File No. 11,167-3).

Your obedient servant,

(A. O'N.Daunt)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D.L.
Night Message	N.M.
Night Letter	N.L.

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise the character is indicated by [illegible] appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

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13163-5-0

STANDARD TIME.

RA582 36 NL

VANCOUVER BC 16

1929 OCT 16 PM 7 19

THE SECRETARY

DEPARTMENT OF INDIAN AFFAIRS OTTAWA ONT

REFERENCE MY LETTER OF OCTOBER FIRST CONCERNING APPLICATION OF SEABOARD OIL COMPANY TO LEASE LOTS ON SEYMOUR CREEK NUMBER TWO INDIAN RESERVE AS THIS MATTER IS MOST PRESSING KINDLY EXPEDITE YOUR INSTRUCTIONS IF POSSIBLE BY WIRE

A ON DAUNT.

DEPT. OF INDIAN AFFAIRS RECORDS

CLASS OF SERVICE SYMBOL

FORM 6124

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

21 Oct 1929 -

Secretary.

Please prepare description for Patent covering Lots 1, 12, 13, 14, 15, 16 & 17 & that parcel south of Lot 12 and East of Lot 11 & west of Lots 12, 13, 14, 15, 16 & 17 in Seymour Creek Res. No. 2,

B. O'Connor

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

21 Oct 1929.

Surveys.

Please prepare description for Patent covering Lots 1, 12, 13, 14, 15, 16 & 17, in Seymour Creek Res. No. 2, Etc.

and the parcel south of Lot 12 & East of Lot 11 & west of Lots. 12, 13, 14, 15, 16 & 17 —

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Description for Surrender

Ottawa, 22nd October, 1929.

All those parcels of land situate in the Seymour Creek Indian Reserve No.2, in the Province of British Columbia, containing together by admeasurement eight acres and three tenths of an acre more or less being composed of:

Lot 1	containing	1-7/10	acres	more or	less
Lot 12	"	8/10of	an acre"		"
Lot 13	"	6/10	"	"	"
Lot 14	"	7/10	"	"	"
Lot 15	"	8/10	"	"	"
Lot 16	"	8/10	"	"	"
Lot 17	"	1-5/10	acres	"	"

and that parcel 25 feet in width lying south of Lot 12 and east of Lot 11 and west of Lots 12,13,14,15, 16 and 17 containing 1-4/10 acres more or less, as the said parcels are shown on a plan of Seymour Creek Indian Reserve No.2 by J. R. Burnes, B.C.L.S., dated 26th March, 1926, of record in the Department of Indian Affairs under number B.C.317.

WRW.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Description for Surrender

Ottawa, 22nd October, 1929.

All those parcels of land situate in the Seymour Creek Indian Reserve No.2, in the Province of British Columbia, containing together by admeasurement eight acres and three tenths of an acre more or less being composed of:

Lot 1	containing	1-7/10	acres	more	or	less
Lot 12	"	8/10	of an	acre	"	"
Lot 13	"	6/10	"	"	"	"
Lot 14	"	7/10	"	"	"	"
Lot 15	"	8/10	"	"	"	"
Lot 16	"	8/10	"	"	"	"
Lot 17	"	1-5/10	acres		"	"

and that parcel 25 feet in width lying south of Lot 12 and east of Lot 11 and west of Lots 12,13,14,15, 16 and 17 containing 1-4/10 acres more or less, as the said parcels are shown on a plan of Seymour Creek Indian Reserve No.2 by J. R. Burnes, B.C.L.S., dated 26th March, 1926, of record in the Department of Indian Affairs under number B.C.317.

Mend

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-50.

(Triplicate)

Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of

The Squamish Band of Indians

resident on our Reserve

------British Columbia------- in the Province of and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto OUR SOVEREIGN LORD THE KING, his Heirs and Successors forever, ~~ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the in the County of ---------- and Province of ---------- containing by admeasurement be the same more or less and being composed of~~

All those parcels of land situate in the Seymour Creek Indian Reserve No.2, in the Province of British Columbia, containing together by admeasurement eight acres and three tenths of an acre more or less being composed of:

Lot 1	containing	1-7/10	acres	more	or	less
Lot 12	"	8/10	of an	acre	"	"
Lot 13	"	6/10	"	"	"	"
Lot 14	"	7/10	"	"	"	"
Lot 15	"	8/10	"	"	"	"
Lot 16	"	8/10	"	"	"	"
Lot 17	"	1-5/10	acres		"	"

and that parcel 75 feet in width lying south of Lot 12 and east of Lot 11 and west of Lots 12,13,14,15,16 and 17 containing 1-4/10 acres more or less, as the said parcels are shown on a plan of Seymour Creek Indian Reserve No. 2 by J.R.Burnes,B.C.L.S.,dated 26th March, 1926, of record in the Department of Indian Affairs under number B.C.317.

Form No. 65

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TO HAVE AND TO HOLD the same unto His said Majesty THE KING, his Heirs and Successors forever, in trust to -----Lease---------

the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our Welfare and that of our people

AND upon the further condition that all moneys received from the Leasing..... thereof, shall, ~~after deducting the usual proportion for expenses of management~~, be paid to us, in the usual way,

AND WE, the said Chief and Principal men of the said

----Squamish Band of Indians--------- do

on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the leasing of the said land and the disposition of the moneys derived therefrom.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this day of in the year of our Lord one thousand nine hundred and twenty-nine.

Signed, Sealed and Delivered,
IN THE PRESENCE OF

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-50.

23rd October, 1929.

Sir,-

I have your letter of the 1st instant, with reference to the application of the Seaboard Oil and Refining Company, Limited, to secure a lease of certain lots on the Seymour Creek Indian Reserve No.2, and enclose herewith surrender documents in duplicate in order that you may submit same to the Band for approval. Should the decision be favourable you will be good enough to have the documents completed and returned to the Department. You might have the Chief and a few of the principal men also sign the Affidavit of Execution. A copy of Instructions to Agents is enclosed for your guidance in taking this surrender. Kindly attend to this, as matter is urgent.

Enclosures.

Your obedient servant,

(J. D. McLean)
Assistant Deputy & Secretary.

A. O'N. Daunt, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-5

FORM 6124

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RA71 85 DL 1/60 STANDARD TIME.

VANCOUVER BC 22 1203P

DR DUNCAN C SCOTT

DEPUTY SUPERINTENDENT GENERAL OF INDIAN AFFAIRS INDIAN DEPARTMENT OTTAWA ONT

SEABOARD OIL AND REFINING COMPANY LIMITED NEGOTIATING INDIAN LEASE ON PART OF SEYMOUR RESERVE NUMBER TWO VANCOUVER STOP MATTER HAS BEEN REFERRED TO DEPARTMENT THROUGH INDIAN AGENT HERE AND ACTION HAS BEEN DELAYED SOMETIME STOP OWING TO FACT THAT WE ARE READY TO COMMENCE CONSTRUCTION I PERSONALLY WILL APPRECIATE ANYTHING YOU MAY SEE FIT TO DO THAT WILL FACILITATE SPEEDY

Dotted

FORM 6124

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RA71 2/25 STANDARD TIME.

ACTION BY DEPARTMENT AND ADVICE BY TELEGRAPH OF SUCH ACTION TO INDIAN AGENT VANCOUVER STOP WOULD REFER YOU TO DOCTOR KING FOR CONFIRMATION OUR POSITION

D B BOYD.

C.N.T. 6296 12-25 PRINTED IN CANADA

ORIGINAL OF MESSAGE

Telephoned

TO BE

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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Form 6107 ,replacing Form N.L. 3-T.W.

NIGHT LETTER

CANADIAN NATIONAL TELEGRAPHS

Exclusive Connection with WESTERN UNION TELEGRAPH CO.

Cable Service to all the World

Money Transferred by Telegraph

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

RECEIVER'S NO.	TIME FILED	CHECK

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

Ottawa October 23, 1929.

D. B. Boyd,
Vancouver,
B. C.

Answering your telegram twenty-second (Stop) Necessary to submit surrender to Indians for leasing purposes (Stop) Surrender forms being forwarded to Agent tonight, he being requested to take early necessary action.

Duncan C. Scott.

(Charge D.I.A.)

DCS

BC

FORM 6124

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

1929 NOV 8

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO.

Cable Service to all the World

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STANDARD TIME.

RA397 2/24

TO WIRE YOU FOR INTERIM AUTHORITY FOR THE SEABOARD COMPANY TO ENTER UPON THE LANDS IMMEDIATELY AND PENDING ISSUE OF LEASE KINDLY WIRE REPLY

A O N DAUNT.

copied EB

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

13167-50

FORM 6124

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RA297 78 1/54A STANDARD TIME.

VANCOUVER BC 8 1118A 1929 NOV 8 PM 3 02

THE SECRETARY

395

DEPARTMENT OF INDIAN AFFAIRS OTTAWA ONT

REFERENCE YOUR LETTER OF OCTOBER TWENTY THIRD LEASE OF LOTS ON SEYMOURCREEK INDIAN RESERVE TO SEABOARD OIL COMPANY MATTER PASSED BY INDIAN COUNCIL AND SURRENDER SIGNED BY MAJORITY OF BAND AT ANNUAL RENTAL FIFTEEN HUNDRED DOLLARS PAPERS GOING FORWARD TO YOU BUT I AM INSTRUCTED BY COMMISSIONER DITCHBURN AS THE MATTER IS MOST URGENT

DEPT. OF INDIAN AFFAIRS NOV 8 1929 RECORDS

copied E.P.

Form 6107 replacing Form N.L. 5/1928

NIGHT LETTER

CANADIAN NATIONAL TELEGRAPHS

Exclusive Connection WESTERN UNION TELEGRAPH CO.

Cable Service to all the World Money Transferred by Telegraph

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

RECEIVER'S NO.	TIME FILED	CHECK

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

OTTAWA, 9th November, 1929.

A. O'N. Daunt, Esq.,
Indian Agent,
Vancouver, B.C.

Answering your telegram 8th STOP As Squamish Band have surrendered lots applied for by Seaboard Oil and Refining Company, Limited, in Seymour Creek Reserve, and as matter is urgent Department hereby grants privilege to enter Reserve pending issue of Lease.

J. D. McLean.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

W. F. HANBURY
850 HASTINGS STREET W.
VANCOUVER
CANADA

October 16th 1928.

Personal.

My Dear Sir :

I am very pleased to have your telegram of October 12th advising that the proposed lease to Rosenburg will not be issued pending further representation. I will endeavor to have representations forwarded without undue delay.

Yours sincerely,

W. F. Hanbury

Duncan C. Scott,
Commissioner, Indian Department,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

PRIVATE PAPERS
From 16/10/28
to /28

CANADIAN PACIFIC R'Y. CO.'S TELEGRAPH

FORM T.D. 1

TELEGRAM

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD

J. McMILLAN, General Manager of Telegraphs, Montreal.

A338 15 COLLECT STANDARD TIME

[illegible] OCT 18 PM 4 22

[illegible]

DR D C SCOTT

DEPUTY SUPT GENL [illegible]

PLEASE WITHHOLD ACTION IN GRANTING [illegible] LEASES ON SEYMOUR CREEK UNTIL MY RETURN

J H KING

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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COPY

Squamish Indian Reserve, No.1
North Vancouver, B.C., Oct.7/29

Honourable Dr. J.H.King,
Minister of Health,
Ottawa, Ont.

Honourable Sir:

Among the matters which I discussed with you, last Saturday in the Hotel Vancouver, was the application of the Seaboard Oil and Refining Company, to lease a portion of the Seymour No12, reserve of the Squamish Indians.

Among my duties to my people, is the securing for them, as large a distribution as is possible on or about the 15th of December, and I can assure that they regard that as one of my most important duties.

The Assistant Commissioner and the local Indian Agent and I have discussed this application, and subject to their compliance with our terms, we are of the opinion, that the Squamish Indians would be well advised to lease to these people.

The Agent informs me that unless this company can secure this lease immediately, they would be forced to look elsewhere. In my opinion it would be too bad to lose this opportunity, as the aggregate of their rentals would amount to thousands of dollars, for this and future generations of the Squamish people.

It has been my duty to see that my people enter into the best possible deals, and personally I am of opinion that this would be a good thing for them; and knowing the numerous details that have to be encountered by the applicants, to comply with the requirements of the Indian Act, the Navigable Waters Act. etc. I am making representations to you to take the necessary steps, for the expeditious dealing of this application, with the view that my people can benefit by it.

A man by the name if Spicer had applied for one of these lots, that this company is applying for, but the Spicer application should now be disallowed, and that lot included in the application of the Seaboard Company as Spicer is not reliable and financially unsound.

In short I hope that this matter can be concluded, so that the money which they will pay as rent can be included in the distribution on the 15th of December next.

I appreciate the fact that you are going to bring this to the attention of Dr. Scott, and thanking you I am, Sir

Respectfully,
(sgd) Andrew Paull
Secretary Squamish Indians.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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COPY

SEABOARD OIL AND REFINING COMPANY LIMITED

Vancouver, B.C.
October 2, 1929.

Honourable Doctor King,
Minister of Health,
Vancouver, B.C.

My dear Doctor King,-

The Department of Indian Affairs have mailed through to Ottawa the application of the Seaboard Oil and Refining Company, Limited, for a lease on certain lands of Seymour Creek Indian Reserve #2, located on the North shore of Burrard inlet just West of the Second Narrows bridge. These papers were mailed by Mr. Daunt, acting Indian Agent here, last night.

Personally, I would greatly appreciate your asking the proper officials in Ottawa to kindly handle this matter in the most expeditious way possible, and to telegraph advice to Mr. Daunt as soon as a decision is arrived at in the premises.

Kindest personal regards, and trusting I may have the pleasure of seeing you in person at no distant date, I am

Very truly yours,

(sgd) D. B. Boyd

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

DEPARTMENT OF
PENSIONS AND NATIONAL HEALTH

OFFICE OF THE MINISTER
ELGIN BUILDING
OTTAWA

October 23, 1929.

Dear Doctor Scott,-

Enclosed herewith are copies of letters I have received from Mr. D.B. Boyd of the Seaboard Oil and Refining Company, Limited, and Mr. Andrew Paull, Secretary of the Squamish Indians, in regard to application of the above company for lease of certain lands on the Seymour Creek Indian Reserve #2.

If anything can be done to expedite this matter for Mr. Boyd, it would be much appreciated, as I am most anxious to help them in every way possible.

Yours very truly,

Doctor D. Campbell Scott,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

884

October 25, 1929.

Dear Doctor King,-

In reply to your letter of the 23rd instant regarding the application of the Seabird Oil and Refining Company, Limited, for a lease of certain lots on the Seymour Creek Indian Reserve No.2, British Columbia, I beg to inform you that on October 23rd surrender documents were forwarded to the Indian Agent at Vancouver and he was instructed to submit them without delay to the Band for approval. Mr. D. B. Boyd was advised of this action by telegram of the same date.

Yours faithfully,

DCI

Honourable J. H. King, M.D., LL.D.,
Minister of Pensions and National Health,
Elgin Building,
OTTAWA.

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

REGULAR MEETING OF THE SQUAMISH INDIAN COUNCIL HELD AT MISSION NO.1. RESERVE, NORTH VANCOUVER, B.C., FRIDAY, NOVEMBER 1st. 1929. PRESIDENT INDIAN AGENT A.O'N.DAUNT, CHIEF GEORGE WILLIAMS, CHIEF ANDREW, CHIEF HENRY JACK, CHIEF EDWARD JOSEPH, CHIEF MOSES JOSEPH, COUNCILLOR DENNY PAULL, COUNCILLOR GUS BAND, INTERPRETER AND SECRETARY ANDREW PAULL, CHIEF MATTHIAS JOE, COUNCILLOR FRANK BAKER.
ABSENT - CHIEF JIMMY JIMMY.

RESOLUTION

In the matter of surrender of Lots 12, 13, 14, 15, 16 and 17, Seymour Creek No. 2 Squamish Reserve subdivision, as well as road allowance in connection therewith and amounting to 1 and 4/10ths. acres to the Seaboard Oil Company.

Proposed by Councillor Denny Paull.
Seconded by Councillor Gus Band.

That the offer of the Seaboard Oil Company be declined and that an offer of $1500.00 for Lots 12, 13, 14, 15, 16, 17 and the adjacent road allowance containing a further 1 4/10ths. acres be requested before further action be taken. This to be in connection with a lease until April 15th. 1938 and to be revalued at that date. Should the Company accept this, the Council automatically approves of the proposal subject to surrender by the Band.

CARRIED UNANIMOUSLY.

I hereby certify that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

The original of this Document has been [illegible] Records of [illegible]
DLT 4-1-2
Feb/19/71

.....
(A.O'N.Daunt)
INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

13167-50

EXTRACT
ORIGINAL ON
63-167

DEPT. OF INDIAN AFFAIRS
NOV 18 1929
RECORDS

MEETING OF
SQUAMISH INDIAN COUNCIL HELD NOV. 1st, 1929.

x x x

Seymour Creek No. 2 Reserve Lease to Seaboard Oil Co. Ltd.

The offer of $200.00 an acre for waterfront lots and $150.00 per acre for the remainder, amounting in all to about $1100.00 was refused and in accordance with the terms of the Resolution I again approached the Company and obtained their consent to a yearly rental of $1500.00 for the total area concerned. Surrender upon this basis was duly granted by the Indians and all papers will be forwarded to you in due course.

x x x

A. O'N.Daunt.
Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF PUBLIC WORKS OF CANADA

File #1511-20. OTTAWA November 29, 1929.

ID.

FROM: The Secretary,
Department of Public Works,

TO: The Secretary,
Department of Indian Affairs,
OTTAWA.

DEPT. OF INDIAN AFFAIRS
DEC 2 1929
SURVEYS

This Department has under consideration an application from Messrs. J. Alexander Walker & Associates, Civil Engineers, Vancouver, B.C., on behalf of the Seaboard Oil & Refining Company, Limited, under Section 7, Navigable Waters Protection Act, for the approval of the plans and site of a wharf proposed to be constructed on the foreshore in front of Lot 11, Seymour Indian Reserve No. 2, North Vancouver, B.C.

I send you, herewith, for your information, a copy of the plans and description of the site of the proposed work.

Encl.

Will you please advise whether your Department has any remarks to make in connection with this application, particularly as regards the use of the land required as a site for the proposed work?

Kindly return the plans and description with your reply.

N. Desjardins

N. Desjardins,
Acting Secretary.

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Ottawa, 2nd December 1929

Sir,-

The Department of Public Works has submitted for the approval of this Department plans of a wharf which is proposed to be erected by the Seaboard Oil and Refinery Company Ltd., on the foreshore in front of Lot 11, Seymour Indian reserve No.2. The easterly limit of this wharf coincides with the prolongation of the easterly limit of Lot 11, the wharf having a width of 100 ft.

Before approving this plan, it is considered advisable to ascertain if the Harbour Commissioners have made an agreement as to rental in connection with this construction which could be regarded as satisfactory to this Department, as you are aware that fifty per cent of the net revenue has to be paid to the Department by the Harbour Commissioners. It is also to be noted that the wharf will be attached to the front of Lot 11, which lot is one of the parcels leased to Cotton Company Ltd., Vancouver, and the Department will require to be assured that such an arrangement is satisfactory to the lessee.

I would also point out that the Company which proposes to erect this wharf has a lease of Lots 12 to 17 and that portion lying between those lots and Lot 11. It is not understood why it will not be preferable, both from the standpoint of the Company and this Department to construct this wharf at the front of Lot 17, with the westerly side of the wharf to coincide with the prolongation of the westerly limits of Lots 13, 13, 15 and 16. I shall be pleased if you will have this matter investigated and make your recommendations to the Department.

Your obedient servant,

A. F. MacKenzie

(AF.MacKenzie)
Acting Assistant Deputy and Secretary.

W.E.Ditchburn Esq.,
Indian Commissioner,
Victoria, B.C.

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

I letters

13167-50

Ottawa, 2nd December 1929

Sir,- Your ref. No. 1511-20

In reply to your letter of the 29th ultimo relating to the application on behalf of the Seaboard Oil and Refinery Company Limited, under Section 7, Navigable Waters Protection Act, for permission to construct a wharf on the foreshore in front of Lot 11, Seymour Indian reserve No. 2, I have to advise you that the control of this portion of the foreshore has passed to the Vancouver Harbour Commissioners and the Company will require to have an agreement as to rental with the Harbour Commissioners and obtin their consent to the erection of the proposed works. However, this Department has a fifty per cent interest in the net rentals received by the Harbour Commissioners for foreshore concessions in front of this reserve and until the Department has been advised of the terms of the proposed lease and been satisfied that sufficient rental is being obtained, it is not considered desirable to consent to the construction of the wharf.

Lot No. 11 is under lease to Cotton Company Limited of Vancouver, until 1935, with the privilege of renewal. It is also considered necessary that arrangements be made for the approval of the lessee.

I am this day writing to the Indian Commissioner, Mr. W. E. Ditchburn, Victoria, requesting him to ascertain the terms imposed by the Harbour Commissioners on the Company for the proposed concession and as to whether this construction is acceptable to the lessee of Lot 11. On receipt of his reply you will be advised whether the Department considers it is justified in approving the construction of the proposed wharf in this location.

As requested, I am returning the plans which accompanied your letter.

The Secretary,

Your obedient servant,

Department of Public Works,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

13167-50

DEPARTMENT OF PUBLIC WORKS OF CANADA

File #1511-20. OTTAWA December 5, 1929.

ID.

DEPT. OF IND. AFF.
DEC 6 1929
RECORDS

FROM: The Secretary,
Department of Public Works,

TO: The Secretary,
Department of Indian Affairs,
OTTAWA.

DEPT. OF INDIAN AFFAIRS
DEC 9 1929
SURVEYS

Re Application of Seaboard Oil and Refinery Company, Limited, under Section 7, Navigable Waters Protection Act, for approval of plans and site of wharf proposed to be constructed on the foreshore in front of Lot 11, Seymour Indian Reserve No. 2, North Vancouver, B.C.

I beg to acknowledge the receipt of your letter of the 2nd instant, (#13167-50), reporting in connection with the above application and returning the plans and description.

N. Desjardins

N. Desjardins,
Acting Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-50

DEPARTMENT OF PUBLIC WORKS OF CANADA

File #1511-20. OTTAWA December 26, 1929.

ND: ID.

FROM: The Secretary,
Department of Public Works.

TO: The Secretary,
Department of Indian Affairs,
OTTAWA.

The original has been removed from this file and placed in the records of the Department of Indian Affairs
DLT 4-1-2 EC4
Feb/19/71 19

Re Application of Seaboard Oil and Refinery Company, Limited, under Section 7, Navigable Waters Protection Act, for approval of plans and site of wharf proposed to be constructed on the foreshore in front of Lot 11, Seymour Indian Reserve No.2, North Vancouver, B.C.

Messrs. J. Alexander Walker & Associates, acting on behalf of the Seaboard Oil and Refinery Company, Limited, in connection with the above application, were advised of the views of your Department as contained in your letter of December 2nd instant.

We are now in receipt of a communication from them which I quote hereunder for your information:-

"The lease of portion of water lot 11 from the Harbour Board to the Seaboard Oil and Refining Company has been executed by the Refining Company and has been forwarded to Ottawa for the final execution by the Department of Indian Affairs.

The Refining Company have also secured a lease of lots 12 to 17 inclusive from the Department of Indian Affairs, and have practically completed an assignment of the balance of the property in Seymour Indian Reserve No. 2 from the Cascade Sand and Gravel Co."

N. Desjardins

N. Desjardins,
Acting Secretary.

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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FISCAL YEAR 1929-30.

Vouch[illegible] No. 4337. Vote No. 54

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

VANCOUVER AGENCY

To A. O'N. Daunt, Indian Agent,
415 Winch Building,
Vancouver, B.C.

Squamish Band,
Account No. 54.
Funds at Credit

DATE	DETAIL	AMOUNT
	Jan. 14/30. 8227	
Jan. 1930.	Nov. 6, 1929.- Paid to Chief Jimmy Jimmy $2.50 as refund of fare paid by the Chief to come from Squamish B. C. to a Council meeting at North Vancouver held in November 1929, as per attached receipt,	2.50
	Nov. 13, 1929- Paid Mr. G. G. McGeer, Barrister, $1.00, fees in connection with affidavits re surrender of land in Seymour Creek No. 2. Reserve, Squamish Band, to the Seaboard Oil Co., Vancouver, as per attached receipt,	1.00
		$3.50

EXAMINED and found correct.

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent

Form No. 11

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

Letter No.....

Office of the VANCOUVER Indian Agency,

Vancouver, B.C., January 3, 1930.

Sir,

I enclose herewith Vouchers Nos. 4337,

amounting to $ 3.50 in favour

A. O'N.Daunt, Indian Agent,
of Vancouver, B.C.

Paid fees re affidavits in connection with surrender for of land in Squamish Seymour Creek No.2. Reserve to Seaboard Oil Co.; and paid refund to Chief Jimmy Jimmy who came from Squamish,B.C. to North Vancouver to attend Council Meeting in this connection.

This expenditure was authorized by Departmental

Letter No..... dated.....

Your obedient servant,

Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

Form No. 101

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

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16021.

COPY.

Indian Agent's Office,
Vancouver, B.C. November 18, 1929.

I beg to report that in accordance with your in- I visited Vancouver on this date to investigate stances surrounding the application of Messrs. Oil and Refining Company Limited for the leasing Nos.12, 13, 14, 15, 16, 17 and an additional Lot from the 75-foot road allowance in the Seymour Reserve No.2, of the Squamish Band of Indians. leasing these Lots requested that this Depart- quish the greater portions of the two easterly approaches to the Reserve, being 75 feet and 50 width respectively and extending from the high of the Reserve to within approximately 100 feet fficial water-line of the Vancouver Harbour oners, in order that a lease may be granted by missioners of the areas in the water-line portions bed, together with other unreserved water lots, enable the Company to make a fill thereby extending rial area of the Reserve to be developed by the points extending to near the harbour line as the accompanying white print.

As previously arranged by yourself, I attended at ver Indian Office at 10:00 a.m. a conference with mpany Manager, and Mr.A.Paull, Squamish Council carefully consider the matter. Mr.Indian s away up the Coast with Constable Bartlett launch. Correspondence on file showed that t had sanctioned the leasing of the Lots here- rred to on condition of payment by the Company rental of $1,500.00 and on other conditions. lained that his Company desired to develop the ired Lots in conjunction with Lot 11 held under Messrs. Cascade Rock and Gravel Co. Ltd., and which transferred by this Company to the Seaboard Oil ning Company Limited, subject to Departmental approval. table to such a lease, however, at present is the ence of the two Easterly water lanes referred to which previously acquired for the exclusive purposes of the uamish Indians for ingress and egress at the industrial sub- vision, hence the Company sought to remove this obstacle asking that the Indians re-transfer the two Eastern water nes to the Vancouver Harbour Commissioners. The maps were ained, the conferees all being quite familiar with the under consideration. It was after considerable dis- ion decided:-

That the two water lanes having been set apart

ner for B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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to serve the industrial area now acquired by the Seaboard Oil and Refining Company Limited could well be partially eliminated by shortening the same to enable the fill, as proposed, to be made according to plans of the Company and as tentatively shown on a copy of official plan herewith.

(2) That the proposed extension of the Reserve by dredging and filling in addition to 50 per cent. net revenue resulting from the lease of the area by the Vancouver Harbour Commissioners to the Seaboard Oil and Refining Company Limited (under the terms of the Quit Claim Deed all foreshores fronting Indian reserves in Burrard Inlet, as made by this Department to the Department of Marine and Fisheries) would greatly out-weigh the value of the two water lanes which have been set apart and which are of little use without development. It being understood and agreed, however, that no portion of the Indian interest in the rentals collected by the Harbour Board from the proposed water lease shall be used to defray any portion of the cost of filling, the latter to be done by separate arrangement between the Vancouver Harbour Commissioners and the Company.

(3) That the fill to be made by the Company shall not extend to any point beyond 100 feet within said Harbour Board water line; that the Company shall file with the Indian Agent and Commissioner copies of the plans of projected works and furnish the necessary tracing and blue-print for Departmental records, and in the meantime the lines [illegible] official reserve white print in red, s[illegible] herewith, shall serve tentatively to [illegible] Commissioner with a view to the latt[illegible] to enter upon the lands and water i[illegible] materials, etc., for the commenceme[illegible] immediate preliminary works; that [illegible] this report and of the tentative [illegible] Commissioner for British Columbia [illegible] be pleased to advise the Vancouv[illegible] that the lanes may be shortened [illegible] plan, the portions of the lanes [illegible] water mark to the outer boundar[illegible] be eliminated and a lease may [illegible] Seaboard Oil and Refining Com[illegible] Vancouver Harbour Commission[illegible] embrace said eliminated area[illegible] making the fill.

(4) That a resolution of the [illegible] shall be obtained to ratif[illegible] ment.

These considerations [illegible] between the confsrees, Mr.A.P[illegible] Indian Council, and the writ[illegible] Mr.Stickney, Secretary of th[illegible]

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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who, upon consideration of the understanding cited above, agreed that his Board would issue a lease to Messrs. Seaboard Oil and Refining Company Limited upon receipt by the Commissioners of the necessary authority of the Indian Commissioner, with the distinct understanding that the rental for the lease shall be at the regular Harbour Board rates; that 50 per cent. of the net proceeds of rentals would go to the Department of Indian Affairs for the Squamish Indians and that no part of the Indian rentals would be applied to the cost of the proposed fill, whether carried out by the Company or by the Harbour Board.

In order to obtain the concurrence of the Squamish Indian Council in the foregoing proposals, I called a special meeting of the Squamish Councillors through the Secretary and presided at this meeting at the Squamish Council Hall at 7:00 p.m. on this date. A minute of this meeting is attached hereto which ratifies the arrangements agreed upon as reported herein.

The Manager of the Seaboard Company, Mr.Boyd, asked especially that authority be granted the Vancouver Harbour Commissioners to eliminate the lane portions within the proposed fill as early as possible in order that the development of the Company in the Reserve may proceed at once upon the issuance of the lease of a water lot by the Vancouver Harbour Commissioners.

Your obedient servant,

C.C.Perry.
Assistant Indian Commissioner
for B.C.

CCP/HM.

Enclosures:-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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who, upon consideration of the understanding cited above, agreed that his Board would issue a lease to Messrs. Seaboard Oil and Refining Company Limited upon receipt by the Commissioners of the necessary authority of the Indian Commissioner, with the distinct understanding that the rental for the lease shall be at the regular Harbour Board rates; that 50 per cent. of the net proceeds of rentals would go to the Department of Indian Affairs for the Squamish Indians and that no part of the Indian rentals would be applied to the cost of the proposed fill, whether carried out by the Company or by the Harbour Board.

In order to obtain the concurrence of the Squamish Indian Council in the foregoing proposals, I called a special meeting of the Squamish Councillors through the Secretary and presided at this meeting at the Squamish Council Hall at 7:00 p.m. on this date. A minute of this meeting is attached hereto which ratifies the arrangements agreed upon as reported herein.

The Manager of the Seaboard Company, Mr. Boyd, asked especially that authority be granted the Vancouver Harbour Commissioners to eliminate the lane portions within the proposed fill as early as possible in order that the development of the Company in the Reserve may proceed at once upon the issuance of the lease of a water lot by the Vancouver Harbour Commissioners.

Your obedient servant,

C.C.Perry.
Assistant Indian Commissioner
for B.C.

CCP/HM.

Enclosures:-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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REGULAR MEETING OF SQUAMISH INDIAN COUNCIL HELD AT MISSION NO.1 RESERVE, NORTH VANCOUVER, ON 18TH NOVEMBER, 1929, ASSISTANT INDIAN COMMISSIONER C.C.PERRY PRESIDING.

PRESENT: CHIEFS MOSES JOSEPH, HENRY JACK, EDWARD JOSEPH, FRANK BAKER AND COUNCILLORS DENNY PAULL AND GUS BAND, BEING SIX OUT OF TEN MEMBERS OF COUNCIL AND THEREFORE A MAJORITY.

MR. ANDREW PAULL, COUNCIL SECRETARY, INTERPRETED.

R E S O L U T I O N.

Moved by Councillor Denny Paull,

Seconded by Chief Moses Joseph

THAT this Council endorses the actions of Secretary Paull and C.C.Perry, Assistant Indian Commissioner for B.C., as reported by Mr.Perry to Indian Commissioner W.E. Ditchburn on this date in regard to the arrangements for the creation of a fill at Seymour Creek No.2 Reserve, by Messrs. Seaboard Oil and Refining Company Limited under lease to be issued by the Vancouver Harbour Commissioners.

THAT the Vancouver Harbour Commissioners be requested to eliminate the 75-foot and 50-foot water-lanes extending from the Reserve to the outer bounds of the proposed fill as shown in tentative sketch on official reserve plan, reserving the portion of these lanes between the fill boundary and the official water line of the Harbour for the use of the Indians as hitherto.

THAT the Seaboard Oil and Refining Company Limited and its contractors shall be asked to afford employment of good Indian workmen where found convenient and, if possible, in their holdings in the reserve.

THAT when practicable the Indians shall be privileged, when necessary, to tie up their boats at the Company's waterfront, when visiting the Reserve for work or other essential business, as long as they do not interfere with or incommode the Company's accommodation there.

CARRIED UNANIMOUSLY.

I hereby certify that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

(Sgd.) Chas.C.Perry.

Assistant Indian Commissioner for B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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JAN 15 1930
SURVEYS

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO
No. 33/14/16394.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666
VICTORIA, B.C., January 3, 1930.

Sir,-

I have the honour to acknowledge receipt of Departmental letter No.13167-50, dated December 2nd ultimo, with reference to the application of Messrs. Seaboard Oil and Refining Company Limited, for a water lot in front of Seymour Creek Indian Reserve No.2 of the Squamish Band of Indians, Vancouver Agency, B.C., through the Vancouver Harbour Commissioners.

In this connection I beg to advise that I sent Mr. Assistant Commissioner Perry to Vancouver to investigate the details of this application, and a copy of his report dated November 18th last, together with a copy of a resolution of the Squamish Indian Council passed on that date, are sent herewith and will be self-explanatory.

In accordance with the recommendations made, I gave authority to the Vancouver Harbour Commissioners to re-arrange the water lanes fronting the Reserve, and have been advised by the Commissioners that this has been done, although the plans of the Company are being carried out as the work of utilizing the lots in the Reserve recently acquired by lease develops. In the meantime the Vancouver Harbour Commissioners state that it is understood the Company has decided not to proceed with the work they had in mind, but it has been postponed until next year, and that in the meantime the Company has made application for a water-lot fronting Lot No.11 which is held under lease by Messrs. Cascade Rock and Gravel Company.

Whilst in Vancouver recently I had an opportunity to discuss with Mr.Ellis, Manager of the Cascade Company, Mr.Boyd, Manager of the Seaboard Company, Agent Daunt and Assistant Commissioner Perry all the details of the proposed plans. It was understood that Messrs.Cascade Rock and Gravel Company Limited and W.J.Timlick proposed to transfer to the Seaboard Oil and Refining Company their interest in the leased Lots Nos. 1, 2, part of 3, 4, 6, 7, 8, 10 and 11 so that they may be developed along with the Lots 12, 13, 14, 15, 16 and 17 recently acquired by the Seaboard Company.

For this reason I have withheld my reply to your letter until the necessary steps were taken by the Indian Agent at Vancouver in regard to the surrender and the proposals of the Companies took more definite form.

I am now advised by the Indian Agent that a surrender

The Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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has been taken of the lots to be acquired by the Seaboard Company and that the plans of the portions of the Reserve proposed to be transferred are prepared. These have been examined and returned to the Agent together with all documents connected therewith in order that a few necessary adjustments might be made and the whole submitted to the Department as soon as they are in proper order.

The plans include the transfer of the major interests of Messrs. Cascade Rock and Gravel Company and the whole of W.J.Timlicks to the Seaboard Oil and Refining Company and the retention by the Cascade Company of certain parcels which now constitute the area they are working in the production of sand and gravel in the area of part of Lot 3 and Lot No.4 and a portion of the Reserve east of the right-of-way of the Burrard Tunnel and Bridge Company Limited, reserving to the former Company's use the right-of-way over a spur railway line crossing portions of the Reserve and presumably that of a channel which the former Company dug with the consent of the Department.

In view of the arrangement and in anticipation of the concurrence of the Department therein as soon as the plans and proposals have been examined, it would appear to be in order to approve of the granting of necessary water-lot facilities in front of Lot No.10 and immediately east of the 100-foot channel fronting Lots Nos.11 and 17.

A white print showing the area described in the report of the Assistant Commissioner and in the Squamish Resolution of November 18th herewith is transmitted with this letter. I shall thank the Department to be good enough to have this copied for my fyles and the copy sent to me in due course. This request is made as I have no prints whereon to make it myself.

It is understood that the rates to be charged by the Vancouver Harbour Commissioners will be equal to those which apply to that of the Inspected Shingles Limited, lessees of Lot No.9 in the Reserve, and will be the regular rates established along this waterfront.

It should be stated also that the Seaboard Company intends to make a fill in front of Lot No.17 which is now inundated at high tide and if so the land area of the Reserve will be enlarged and the value of the property greatly enhanced. The Indians will also receive 50 per cent. of the net rentals accruing from the leasing of this water-lotage.

Your obedient servant,

W.E.Ditchburn.
Indian Commissioner for B.C.

P/HM.

Enclosures:-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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From
Indian Commissioner's Office
Regina, Sask.

O. H. M. S.

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SASK.

THE SECRETARY

DEPARTMENT OF INDIAN AFFAIRS

OTTAWA. ONT.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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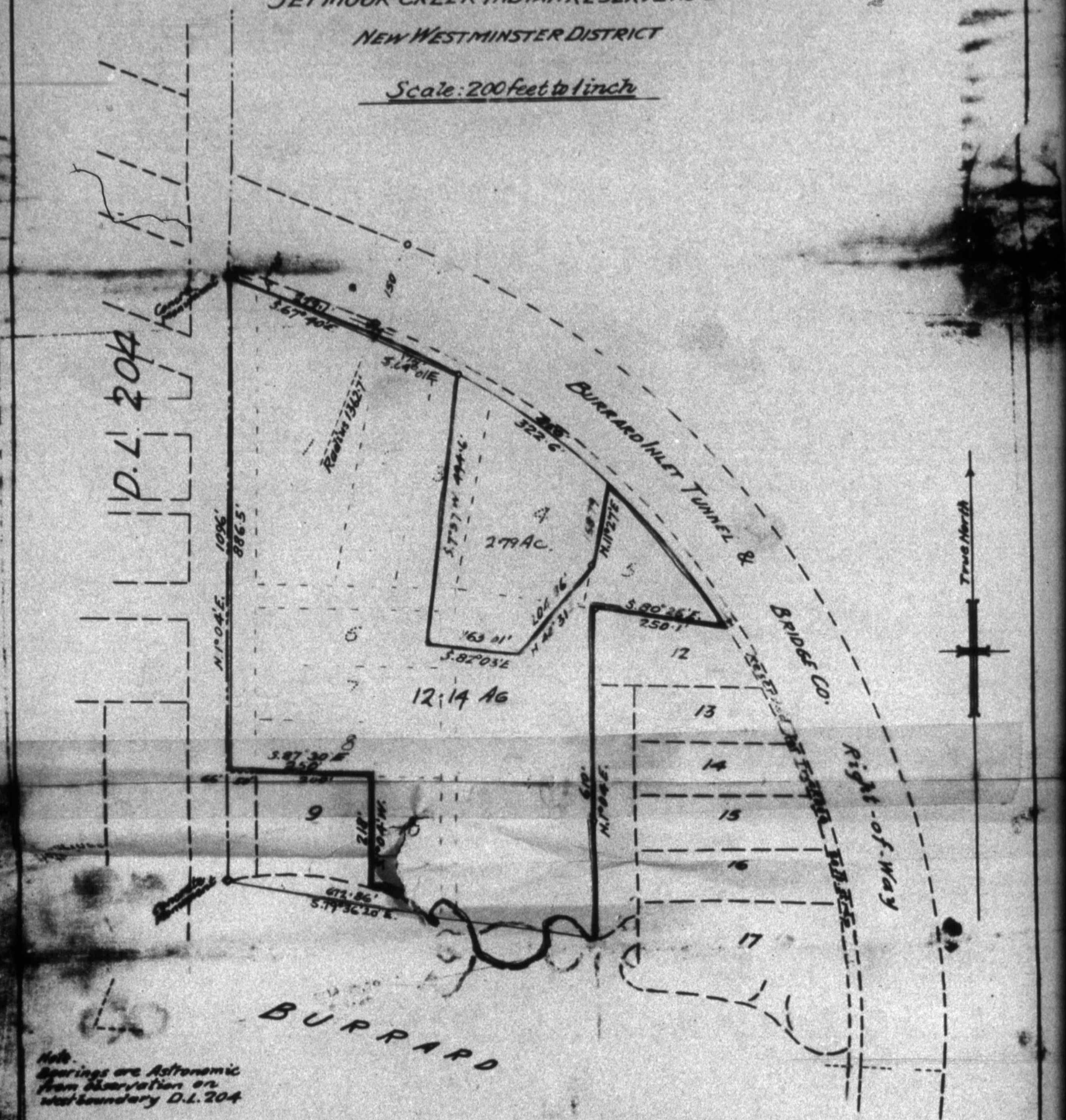
PLAN
OF 12·14 ACRE PORTION OF
SEYMOUR CREEK INDIAN RESERVE No. 2
NEW WESTMINSTER DISTRICT

Scale: 200 feet to 1 inch



Note.
Bearings are Astronomic
from observation on
west boundary D.L. 204

W. G. McELHANEY
B.C. LAND SURVEYOR
402 PACIFIC BUILDING
VANCOUVER, B.C.

F.B. 82

DATED the twenty-ninth day of November in the year of Our Lord, One thousand nine hundred and twenty-nine:

CASCADE ROCK AND GRAVEL COMPANY LIMITED

-and-

W. J. TEELICK

ASSIGNORS

AND

SEABOARD OIL AND REFINING COMPANY LIMITED

ASSIGNEE

AND

HIS MAJESTY, KING GEORGE V. represented by the Superintendent General of Indian Affairs.

OF THE THIRD PART

ASSIGNMENT OF LEASES

The original document has been removed from the Records of the Indian Land Registry.

DLT 4-1-2, EC
signature

Feb/17 10

GORDON S. WISHER
Barrister etc.
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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THIS INDENTURE made in triplicate this Twenty-ninth day of November in the year of our Lord, One thousand, nine hundred and twenty-nine:

BETWEEN:

CASCADE ROCK AND GRAVEL COMPANY LIMITED
a body corporate under the Statutes of the Province of British Columbia, with its head office at False Creek, South from Pender Street, in the City of Vancouver, Province of British Columbia, and W. J. TIMLICK of the said City of Vancouver, accountant
Hereinafter called "the Assignors"

OF THE FIRST PART

AND:

SEABOARD OIL AND REFINING COMPANY LIMITED
a body corporate under the Statutes of the Dominion of Canada, with its head office at 422 Standard Bank Building, Vancouver, British Columbia
Hereinafter called "the Assignee"

OF THE SECOND PART

AND:

HIS MAJESTY, KING GEORGE V., represented by the Superintendent General of Indian Affairs
Hereinafter called "The Party of the Third Part"

OF THE THIRD PART

Lease 125

WHEREAS by an Indenture of Lease dated the 6th day of November A.D. 1926, the Party of the Third Part did demise unto Cotton Company Limited in the City of Vancouver, all and singular that certain parcel or tract of land situate in the Seymour Creek Indian Reserve #2 on the North shore of Burrard Inlet in the Province of British Columbia, in the Dominion of Canada, as therein more particularly described, including inter alia, Lots Four (4), Five (5), and Eleven (11) in the Industrial subdivision of the said Seymour Creek Indian Reserve #2;

AND WHEREAS the said Lease was on the 14th day of September A.D. 1927 with the consent of His Majesty, the King assigned and transferred to Cascade Rock and Gravel Company Limited

Lease 146

AND WHEREAS by an Indenture of Lease dated the 16th day of April A.D. 1928, the Party of the Third Part did demise unto Cascade Rock and Gravel Company Limited, all those parcels

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of land situate in the Seymour Creek Indian Reserve #2 on the North Shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing by ademeasurement two acres and two-tenths of an acre, more or less, being composed of,- Lots numbers Two and Three in the industrial subdivision of the said Seymour Creek Indian Reserve number Two;

AND WHEREAS by an Indenture of Lease dated the 29th day of January A.D.1929, the Party of the Third Part did demise unto the Cascade Rock and Gravel Company Limited, all that parcel of land situate in the Seymour Creek Indian Reserve number two on the north shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing by admeasurement one and seven-tenths acres, more or less, being composed of Lot number One in the industrial subdivision of the said Seymour Creek Indian Reserve number Two;

Lease 197

AND WHEREAS by an Indenture of Lease dated the 16th day of April A.D. 1928, the Party of the Third Part did demise unto W.J. Timlick aforesaid, all those certain parcels of land situate in the Seymour Creek Indian Reserve number Two on the North shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing by admeasurement three acres and two-tenths of an acre, more or less, being composed of,- Lots numbers Six, Seven, Eight and Ten in the industrial subdivision of the said Seymour Creek Indian Reserve number Two, reserving thereout the Right of Way of the British Columbia Electric Railway Company, Limited, power and transmission line across Lot number Ten.

Lease 147

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One Dollar ($1.00) now paid by the Assignee to the Assignors (the receipt whereof is hereby acknowledged) the Assignors do hereby grant and assign unto the Assignee all and singular, those certain parcels or tracts of land, situate, lying and being in Seymour Creek Indian Reserve No. 2, New

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Westminster District, Province of British Columbia, and consisting of all of Blocks 1,2,3,4,5,6,7,8,10 and 11, as shown on plan of subdivision of the above Reserve, deposited in the Department of Indian Affairs at Ottawa, save and except a 2.79 acre portion of said Reserve, which may be more particularly described as follows:

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of said strip of land, the following bearings and distances: S 67° 40' E. 279.1 feet; and S 64° 01' E. 174 feet; thence S 7° 57' W. 484.6 feet; thence S. 82° 03' E. 163.01 feet; thence N. 40° 31' E 204.86 feet; thence N 11° 27' E. 158.79 feet; more or less to h the Southerly boundary of said strip of land; thence in a North Westerly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius 1362.7 feet, a distance of 322.6 feet, more or less to point of commence- containing 2.79 acres as shown outlined in red on plan hereto attached, together with the residue unexpired of the said term of years and the said Leases hereinbefore described upon the hereinbefore described property in so far as it relates to the lands and premises herein demised, and all benefit and advantage to be derived therefrom, reserving nevertheless, unto the Assignor, the Right-of-Way for all purposes and as appurtenant to the land demised over and upon the railway spur running through a portion of the said lands, To holdthe same unto the said Assignee henceforth for and during the residue of the terms thereby granted, and for all other the estate, term and interest, if any, in the said property of the said Assignors, subject to the payment of the rent and the performance of the Lessees' covenants and agreements in the said Indenture of Lease reserved and contained, with respect to the land described herein.

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The original document has been removed from the Records of Indian Affairs

AND the said Assignors do hereby covenant with the said Assignee that notwithstanding any act of the said Assignor, they now have good right to assign the said Leases and premises in the manner aforesaid and that subject to the payment of the rent including all arrears thereof and the performance of the Lessees' covenants it shall be lawful for the Assignee peaceably and quietly to hold, occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said Indentures of Leases without any interruption by the said Assignors or any person claiming under it, free from all charges and encumbrances whatsoever, and also that it, the said Assignors and all persons lawfully claiming under it will at all times hereafter at the request and cost of the said Assignee assign and confirm to it the said premises for the residue of the said term as the said Assignee shall reasonably require, and the said Assignee doth hereby covenant with the said Assignors that the Assignee will from time to time pay the rent including all arrears thereof and observe and perform the Lessees' covenants and conditions in the said Indentures of Leases reserved and contained and indemnify and save harmless the said Assignors from all losses and expenses in respect of the non-observant or non-performance of the said covenants and conditions or any of them.

AND IT IS HEREBY DECLARED AND AGREED that these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns respectively.

THE Party of the Third Part hereby consents to the aforementioned assignment reserving all rights in respect of future

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assignments.

IN WITNESS WHEREOF, the Cascade Rock and Gravel Company Limited and Seaboard Oil and Refining Company Limited have hereunto affixed their corporate seals by the hands of their proper officers authorized so to do and W.J.Timlick and the Party of the Third Part have hereunto set their hands and seals the day and the year first above written.

The Corporate Seal of Cascade Rock) and Gravel Company Limited was affixed hereto in the presence of:)

[illegible] President
W. J. Timlick
Sec. Treas.

SIGNED, SEALED and DELIVERED by W.J.) Timlick, in the presence of:)

W. J. Timlick

The Corporate Seal of Seaboard Oil) and Refining Company Limited was affixed hereto in the presence of:)

D. J. Boyd
Exploration Asst.

SIGNED, SEALED and DELIVERED by the) Superintendent General of Indian Affairs, in the presence of:)

The original [illegible] Department has been removed [illegible] in the Records of the Indian [illegible]

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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LIST OF VOTING MEMBERS OF SQUAMISH BAND OF INDIANS, VANCOUVER AGENCY, B.C., SHOWING NAMES OF A MAJORITY OF VOTES TAKEN FOR A SURRENDER OF LOTS 12, 13, 14, 15, 16, 17 and that parcel 75 feet in width lying south of Lot 12 and east of Lot 11 and west of Lots 12, 13, 14, 15, 16 and 17 containing 1-4/10 acres more or less, IN THE INDUSTRIAL SUBDIVISION OF THE SEYMOUR CREEK INDIAN RESERVE NO.2, BURRARD INLET, B.C., FOR LEASE TO THE SEABOARD OIL AND REFINING COMPANY LIMITED, OF VANCOUVER, B.C. SURRENDER TAKEN BY AUTHORITY OF DEPARTMENTAL LETTER NO.13,167-50 dated OCTOBER 23rd. 1929. MEETING HELD AT SQUAMISH RESERVE NO.1. ON NOVEMBER 1st.1929.

NAME	PRESENT	ABSENT	FOR	AGAINST
1. Gus Band,	1		1	
2. Chief Matthias Joe,	1		1	
3. Chief Moses Joseph,	1		1	
4. Chief Denny Paull,	1		1	
5. Chief Frank Baker,	1		1	
6. Chief Henry Jack,	1		1	
7. Chief Edward Joseph,	1		1	
8. Chief Jimmy Jimmy,	1		1	
9. Stanley Joseph,	1		1	
10. Dominic Baker,	1		1	
11. William Nahinee,	1		1	
12. William Newman,	1		1	
13. Henry Newman,	1		1	
14. Dennis L. Joe,	1		1	
15. Moses Antone,	1		1	
16. Albert Julian,	1		1	
17. Isodore Pierre,	1		1	
18. Earl Newman,	1		1	
19. Andrew Nattrall,	1		1	
20. Harry Moody,	1		1	
21. Jacob Louie,	1		1	
22. Louie Jacob,	1		1	
23. Peter Gonzales,	1		1	
24. Old Cronie,	1		1	
25. Harry Discon,	1		1	
26. August Jim,	1		1	
27. Old Timothy Moody,	1		1	
28. Dave Lock,	1		1	
29. John Baptiste	1		1	
30. Julian August,	1		1	
31. Denny Rivers,	1		1	
32. Billy Pierre,	1		1	
33. Ben. Nahinee,	1		1	
34. Benito Miranda,	1		1	
35. Dan Paul,	1		1	
36. Dave Cole,	1		1	
37. Joe Thomas,	1		1	
38. Fred Corkill,	1		1	
39. Austin A. Harry,	1		1	
40. Moses Gus,	1		1	
41. Robert Baker,	1		1	
42. George Johnson,	1		1	
43. Andrew Paull,	1		1	
44. Chief George Williams,	1		1	
45. Chief Andrew,	1		1	
46. Elvie Andrew,	1		1	
47. Old William,	1		1	
48. Dan Jacob,	1		1	
49. Charlie Douglas,	1		1	
50. Henry George	1		1	
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NAME	PRESENT	ABSENT	FOR	AGAINST
Forward -	50		50	
51. Jim Dick,	1		1	
52. Fred George,	1		1	
53. Blind George Tom,	1		1	
54. Patrick Cells,	1		1	
55. Isaac Jacob,	1		1	
56. Peter John,	1		1	
57. William Baker Senior,	1		1	
58. Michael Discon,	1		1	
59. Wm. Baker, Jr.,	1		1	
60. Arthur Gonzales,	1		1	
61. August Jack,	1		1	
62. Moses Billy,	1		1	
63. Dominic Charlie,	1		1	
64. Billy August,		1		
65. Charlie Antone,		1		
66. John Antone,		1		
67. Ambrose Baker,		1		
68. Henry Baker,		1		
69. Basil Charlie,		1		
70. Tom Cole,		1		
71. Edward Cole,		1		
72. William Discon,		1		
73. Jimmy Frank,		1		
74. Denny Jack,		1		
75. Johnny Gonzales,		1		
76. Tommy Dominic,		1		
77. Joe Harry,		1		
78. Dick Isaac,		1		
79. Tommy Johnson, Sr.,		1		
80. Fred Johnson,		1		
81. Tommy Johnson, Jr.,		1		
82. Alex Julian,		1		
83. Tommy Moses,		1		
84. Christie Louie,		1		
85. Andrew Louie,		1		
86. Denny Mack,		1		
87. Gabriel Moody,		1		
88. Louie Meranda,		1		
89. Edward Nahinee,		1		
90. Charlie Stewart,		1		
91. James Reid,		1		
92. Napoleon Moody,		1		
93. Alphonse Williams,		1		
94. Billy Williams, Jr.,		1		
95. Billy Williams, Sr.,		1		
96. Abraham Baker,		1		
97. Gus Douglas,		1		
98. Achille Mack,		1		
99. William Nahinee, Jr.,		1		
100. Stephen Joseph,		1		
101. Tommy Findlay,		1		
102. Edward Charlie,		1		
103. Anderson Mack,		1		
104. Benjamin Newman,		1		
105. George N. Moody,		1		
106. Joseph Baker,		1		
	63	43	63	

Certified Correct.

Indian Agent,
VANCOUVER AGENCY, B.C.

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LIST OF VOTING MEMBERS OF SQUAMISH BAND OF INDIANS, VANCOUVER AGENCY, B.C., SHOWING NAMES OF A MAJORITY OF VOTES TAKEN FOR A SURRENDER OF LOTS 12, 13, 14, 15, 16, 17 and that parcel 75 feet in width lying south of Lot 12 and east of Lot 11 and west of Lots 12, 13, 14, 15, 16 and 17 containing 1-4/10 acres more or less, IN THE INDUSTRIAL SUBDIVISION OF THE SEYMOUR CREEK INDIAN RESERVE NO.2, BURRARD INLET, B.C., FOR LEASE TO THE SEABOARD OIL AND REFINING COMPANY LIMITED, OF VANCOUVER, B.C. SURRENDER TAKEN BY AUTHORITY OF DEPARTMENTAL LETTER NO.13,167-50 dated OCTOBER 23rd. 1929. MEETING HELD AT SQUAMISH RESERVE NO.1. ON NOVEMBER 1st.1929.

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40. Moses Gus,	1		1	
41. Robert Baker,	1		1	
42. George Johnson,	1		1	
43. Andrew Paull,	1		1	
44. Chief George Williams,	1		1	
45. Chief Andrew,	1		1	
46. Elvie Andrew,	1		1	
47. Old William,	1		1	
48. Dan Jacob,	1		1	
49. Charlie Douglas,	1		1	
50. Henry George	1		1	
(Forward) -	50		50	

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52. Fred George,	1		1	
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54. Patrick Gells,	1		1	
55. Isaac Jacob,	1		1	
56. Peter John,	1		1	
57. William Baker Senior,	1		1	
58. Michael Discon,	1		1	
59. Wm. Baker, Jr.,	1		1	
60. Arthur Gonzales,	1		1	
61. August Jack,	1		1	
62. Moses Billy,	1		1	
63. Dominic Charlie,	1		1	
64. Billy August,		1		
65. Charlie Antone,		1		
66. John Antone,		1		
67. Ambrose Baker,		1		
68. Henry Baker,		1		
69. Basil Charlie,		1		
70. Tome Cole,		1		
71. Edward Cole,		1		
72. William Discon,		1		
73. Jimmy Frank,		1		
74. Denny Jack,		1		
75. Johnny Gonzales,		1		
76. Tommy Dominic,		1		
77. Joe Harry,		1		
78. Dick Isaac,		1		
79. Tommy Johnson, Sr.,		1		
80. Fred Johnson,		1		
81. Tommy Johnson, Jr.,		1		
82. Alex Julian,		1		
83. Tommy Moses,		1		
84. Christie Louie,		1		
85. Andrew Louie,		1		
86. Denny Mack,		1		
87. Gabriel Moody,		1		
88. Louie Meranda,		1		
89. Edward Mahinee,		1		
90. Charlie Stewart,		1		
91. James Reid,		1		
92. Napoleon Moody,		1		
93. Alphonse Williams,		1		
94. Billy Williams, Jr.,		1		
95. Billy Williams, Sr.,		1		
96. Abraham Baker,		1		
97. Gus Douglas,		1		
98. Achille Mack,		1		
99. William Mahinee, Jr.,		1		
100. Stephen Joseph,		1		
101. Tommy Findlay,		1		
102. Edward Charlie,		1		
103. Anderson Mack,		1		
104. Benjamin Newman,		1		
105. George N. Moody,		1		
106. Joseph Baker,		1		
	63	43	63	

Certified Correct.

Indian Agent,
VANCOUVER AGENCY, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

Vancouver, B.C.

December 20, 1929.

B

Commissioner of Indian Affairs,
Winch Building,
Vancouver, B.C.

Dear Sir:

Having assigned to the Seaboard Oil and Refining Company Limited all of our right, title and interest to certain leases held by us on lands in Seymour Creek Indian Reserve Number Two (2) lying West and South of the Burrard Inlet Tunnel and Bridge Company Right-of-Way, that is to say: All and singular, those certain parcels or tracts of land, situate, lying and being in Seymour Creek Indian Reserve No. 2, New Westminster District, Province of British Columbia, and consisting of all of Blocks A, 1,2,3,4,5,6,7,8,10 and 11, as shown on plan of subdivision of the above Reserve, deposited in the Department of Indian Affairs at Ottawa, save and except a 2.79 acre portion of said Reserve, which may be more particularly described as follows:

not under lease to Cascade Limited

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of said strip of land, the following bearings and distances: S 67° 40' E. 279.1 feet; and S 64° 01' E. 174 feet; thence S 7° 57' W. 484.6 feet; thence S 82° 03' E. 163.01 feet; thence N 40° 31' E. 204.86 feet; thence N 11° 27' E. 158.79 feet; more or lessto the Southerly boundary of said strip of land; thence in a North Westerly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius 1362.7 feet, a distance of 322.6 feet, more or less to point of commencement, containing 2.79 acres as shown outlined in red on plan hereto attached.

In accordance herewith we request: first, that your Department confirm the assignment above referred to. Second: that our present lease, in so far as it relates to said lands, be cancelled and a new twenty-one year lease, renewable for an additional period of twenty-one years, be granted us on such terms and conditions as may be prescribed by the [illegible] provided for.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

Commissioner of Indian Affairs Dec.20/29.

lands retained by us shall be re-valuated at the expiration of Eight (8) years and every Ten (10) years thereafter for the purpose of determining the annual rentals.

We further request that the leases on Two (2) parcels of land, hereinafter described, be cancelled and a new twenty-one (21) year lease be granted us on the same terms as the above.

The two (2) parcels are as follows:

1. A Five and seven tenths (5.7) acre parcel in Seymour Indian Reserve No. 2, lying on the Easterly side of the Right-of-Way of the Burrard Inlet Tunnel and Bridge Company.
2. A Two (2) acre parcel in the Seymour Indian Reserve No. 2, leased in 1926 to N.C. Rosenberg, and since acquired by us.

There Three (3) new leases to run to the "Cascade Rock and Gravel Company Limited" .

CASCADE ROCK AND GRAVEL COMPANY LIMITED

By [illegible]
President

W. J. Tinlick
Sec. Treas.

Witness:- H. [illegible]

W. J. Tinlick

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

PHONE DOUGL

CITY OFFICE:
422 STANDARD BANK BUILDING

SEABOARD OIL AND REFINING COMPANY LIMITED

(INCORPORATED UNDER THE LAWS OF THE DOMINION OF CANADA)

MARKETERS AND REFINERS
OF PETROLEUM PRODUCTS

VANCOUVER, B. C.

December 12, 1929.

Department of Indian Affairs,
Winch Building,
Vancouver, B.C.

R.

Gentlemen:

We hand you herewith assignment, subject to the approval of your Department, from Cascade Rock and Gravel Company Limited and W. J. Timlick to Seaboard Oil and Refining Company Limited, covering leases on certain lands in Seymour Creek Indian Reserve number two (2), New Westminster District, Province of British Columbia, and more particularly described as follows: All and singular, those certain parcels or tracts of land, situate, lying and being in Seymour Creek Indian Reserve, No. 2, New Westminster District, Province of British Columbia, and consisting of all of Blocks A, 1, 2, 3, 4, 5, 6, 7, 8, 10 and 11, as shown on plan of subdivision of the above Reserve, deposited in the Department of Indian Affairs at Ottawa, save and except a 2.79 acre portion of said Reserve, which may be more particularly described as follows:

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-Of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of said strip of land, the following bearings and distances: S 67° 40' E. 279.1 feet; and S 64° 01' E. 174 feet; thence S 7° 57' W. 484.6 feet; thence S 82° 03' E. 163.01 feet; thence N 40° 31' E. 204.86 feet; thence N 11° 27' E. 158.79 feet; more or less to the Southerly boundary of said strip of land; thence in a North Westerly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius 1362.7 feet, a distance of 322.6 feet, more or less to point of commencement, containing 2.79 acres as shown outlined in red on plan hereto attached.

Seaboard Oil and Refining Company Limited recently applied to your Department for a lease on Lots 12 to 17 inclusive and the street allowance lying West of Lots 13 to 17 inclusive , as shown on a plan of subdivision of the above reserve deposited at the Department of Indian Affairs at Ottawa, which application has been received and approved, and

Quotations furnished on fuel oil for cargo shipments or bunkering requirements at Canadian or United States Pacific ports. Address all communications to the Company only, Standard Bank Bldg., or P. O. Box 1110, Vancouver, B. C. Cable address: "S. O. A. R. C." All codes.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

PHONE DOUGL

CITY OFFICE:
422 STANDARD BANK BUILDING

SEABOARD OIL AND REFINING COMPANY LIMITED

(INCORPORATED UNDER THE LAWS OF THE DOMINION OF CANADA)

MARKETERS AND REFINERS
OF PETROLEUM PRODUCTS

VANCOUVER, B. C.

December 12, 1929.

Department of Indian Affairs,
Winch Building,
Vancouver, B.C.

Gentlemen:

We hand you herewith assignment, subject to the approval of your Department, from Cascade Rock and Gravel Company Limited and W. J. Timlick to Seaboard Oil and Refining Company Limited, covering leases on certain lands in Seymour Creek Indian Reserve number two (2), New Westminster District, Province of British Columbia, and more particularly described as follows: All and singular, those certain parcels or tracts of land, situate, lying and being in Seymour Creek Indian Reserve, No. 2, New Westminster District, Province of British Columbia, and consisting of all of Blocks A, 1, 2, 3, 4, 5, 6, 7, 8, 10 and 11, as shown on plan of subdivision of the above Reserve, deposited in the Department of Indian Affairs at Ottawa, save and except a 2.79 acre portion of said Reserve, which may be more particularly described as follows:

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-Of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of said strip of land, the following bearings and distances: S 67° 40' E. 279.1 feet; and S 64° 01' E. 174 feet; thence S 7° 57' W. 484.6 feet; thence S 82° 03' E. 163.01 feet; thence N 40° 31' E. 204.86 feet; thence N 11° 27' E. 158.79 feet; more or less to the Southerly boundary of said strip of land; thence in a North Westerly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius 1362.7 feet, a distance of 322.6 feet, more or less to point of commencement, containing 2.79 acres as shown outlined in red on plan hereto attached.

Seaboard Oil and Refining Company Limited recently applied to your Department for a lease on Lots 12 to 17 inclusive and the street allowance lying West of Lots 13 to 17 inclusive , as shown on a plan of subdivision of the above reserve deposited at the Department of Indian Affairs at Ottawa, which application has been received and approved, and

Quotations furnished on fuel oil for cargo shipments or bunkering requirements at Canadian or United States Pacific ports. Address all communications to the Company only, Standard Bank Bldg., or P. O. Box 1110, Vancouver, B. C. Cable address: "S. O. A. R. C." All codes.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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lease is in process of being issued.

Seaboard Oil and Refining Company Limited, now, therefore, request that all its interests in the lands above referred to be merged into one lease to run for a period of twenty-one years and renewable for a like period on the same terms and conditions now existing, in so far as rentals are concerned, that is to say, for the first eight years the rentals should be Three thousand three hundred and twenty-one dollars ($3,321.00) ; at the expiration of the eight year period a re-valuation of the land shall be made for the purpose of adjusting rentals, and similar re-valuations shall be made at the expiration of each ten year period thereafter. The lands for which the above lease is requested are described as follows: All and singular, that certain parcel or tract of land, situate, lying and being in the Seymour Creek Indian Reserve No. 2, New Westminster District, Province of British Columbia, which said parcel may be more particularly described as follows:

Commencing at the intersection of the Westerly boundary of said Reserve with the Southerly boundary of a 20 foot strip of land reserved for trackage, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Co. Right-Of-Way; thence S 1° 04' E along the Westerly boundary of said Reserve, 886.5 feet; thence S 87° 36' E 250 feet; thence S 1° 04' W 218 feet, more or less to the High Water Mark of Burrard Inlet; thence following along the said High Water Mark in an Easterly direction to a point S 79° 36' 20" E and distant 672.86 feet from the South-west corner of said Reserve; thence N 1° 04' E 610 feet; thence S 80° 25' E 250.1 feet more or less to the Southerly boundary of said 20 foot strip; thence along a curve to the left of radius 1362.7 feet along the Southerly boundary of said strip 850 feet; thence on a tangent N 67° 40' W 279.1 feet more or less to point of commencement containing 12.14 acres more or less as shown outlined in red on plan hereto attached - save and except a 2.79 acre parcel which may be more particularly described as follows:

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Co. Right-Of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with Southerly boundary of said strip of land the following bearings and distances: S 67° 40' E 279.1 feet and S 64° 01' E 174 feet; thence S 7° 57' W 484.6 feet; thence S 82° 03' E 163.01 feet; thence N 40° 31' E 204.86 feet; thence N 11° 27' E 158.79 feet, more or less to the Southerly boundary of said strip of land; thence in a Northwesterly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius, 1362.7 feet, a distance of 322.6 feet more or less to point of commencement, containing 2.79 acres as shown outlined in red on plan hereto attached.

Together with Lots 12 to 17 inclusive, and the street allowance lying West of and abutting Lots 13 to 17 inclusive as shown on plan of subdivision of Seymour Creek Indian Reserve number two (2), New Westminster

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

District, Province of British Columbia, deposited in the Department of Indian Affairs at Ottawa.

Yours very truly,

SEABOARD OIL & REFINING CO. LTD.,

D. B. Boyd

D. B. BOYD,
President.

DBB:ER

SEABOARD OIL AND REFINING CO. LIMITED
SEABOARD PETROLEUM PRODUCTS
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

PHONE DOUGLAS [illegible]60

CITY OFFICE:
422 STANDARD BANK BUILDING

SEABOARD OIL AND REFINING COMPANY LIMITED

(INCORPORATED UNDER THE LAWS OF THE DOMINION OF CANADA)

MARKETERS AND REFINERS
OF PETROLEUM PRODUCTS

VANCOUVER, B. C.

January 7, 1930.

R

Mr. Daunt,
Department of Indian Affairs,
Winch Building,
Vancouver, B.C.

Dear Mr. Daunt:

Confirming our conversation of this morning, the way I arrived at the rental basis for the lands applied for on behalf of Seaboard Oil and Refining Company Limited located in Seymour Creek Indian Reserve Number two(2), was as follows:

Lots 12 to 17 together with the street allowance abutting on the West of Lots 13 to 17, were grouped as originally agreed upon at the price of $1,500.00 per year. The remaining acreage, namely, Twelve decimal fourteen (12.14) acres I allowed $200.00 annually on Lots 10 and 11, and $150.00 per year on Lots 1, 2, 5, 6, 7, and 8, together with $150.00 per year on the street allowance included in the plan submitted.

Trusting this will clean the matter up to your satisfaction, I am

Very truly yours,
SEABOARD OIL AND REFINING CO.LTD.,

D. B. Boyd

D. B. BOYD,
President.

DBB:ER
Encl.1.

Quotations furnished on fuel oil for cargo shipments or bunkering requirements at Canadian or United States Pacific ports. Address all communications to the Company only, Standard Bank Bldg., or P. O. Box 1119, Vancouver, B. C. Cable address: "S. O. A. R. C." All codes.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JAN 13

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., January 8, 1930.

Lands

R

Sir:

With reference to your letter No.13-167-50 of October 23rd. and telegram of November 9th. concerning a proposed lease by the Seaboard Oil and Refining Co. upon Seymour Creek No.2. Indian Reserve, I beg to inform you that delay in closing this matter has arisen through the Company's desire to acquire additional lands to take care of the large requirements of their plant.

With this object in view, they have obtained - subject to the approval of the Department - an assignment from Messrs. The Cascade Rock & Gravel Co. Ltd. and Mr. W. J. Timlick of most of their holdings in the Seymour Creek No.2. Indian Reserve subdivision, as shown in plan forwarded herewith and amounting in all to 12.14 acres. The Seaboard Company desire to lease the above 12.14 acres as well as Lots 12 to 17 inclusive already applied for and which was the subject dealt with in your letter referred to above, for a term of 21 years from January 1st. 1930. The periods set for re-valuation were arrived at with a view to keeping in agreement with conditions set forth in existing leases to Messrs. The Cascade Rock & Gravel Company and W. J. Timlick, so in this respect the proposed change should be in order.

The rental offered ie.- $3321.00 for the entire property is based upon the values placed upon that portion covered by the Indians' surrender to Lots 12 to 17 and is $200.00 for waterfront lots and road allowances and $150.00 for those in the rear.

You will note in the Assignment from Messrs. Cascade Company and W. J. Timlick that they have included Lot A. in the properties to be turned over and that I have queried same ? This small portion of 50 ft. has never been leased to the Cascade Company and should not have been included by them. At the same time, in its detached condition it is of no commercial value and I would recommend its inclusion to the Seaboard Oil Company whose plan and rental offer cover it.

The annexed sketch, you will note, has not been witnessed by the Surveyor, as the present is not an application to lease, but is merely a preliminary request to the Department to agree that the above assignment of those lands indicated in the plan should be made.

Upon receipt of your authority an application from the Seaboard Company to lease that whole area included in the 12.14 acres and Lots 12 to 17 together with necessary plans will be forwarded. Surrender papers for Lots 12 to

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

17 are

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

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January 8, 1930.

17 are enclosed herewith, thereby completing the Surrender to the Department of the entire Seymour Creek Subdivision.

With reference to that portion of the letter from Messrs. Cascade Company requesting issue of new leases to them, this matter will require further consideration, particularly in the case of the 2-acre portion formerly known as the Rosenberg Lease.

I would recommend however, that the Seaboard Oil Company's request be granted and the matter put forward for completion.

All rentals for Lots in question to be released by the Cascade Rock & Gravel Company and W. J. Timlick have been collected by me to December 31st. and were remitted in Draft No. 528.

Your obedient servant,

(A. O'N.Daunt)
Indian Agent.

Encl.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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O. H. M. S.

Duncan Campbell

DEPARTMENT OF INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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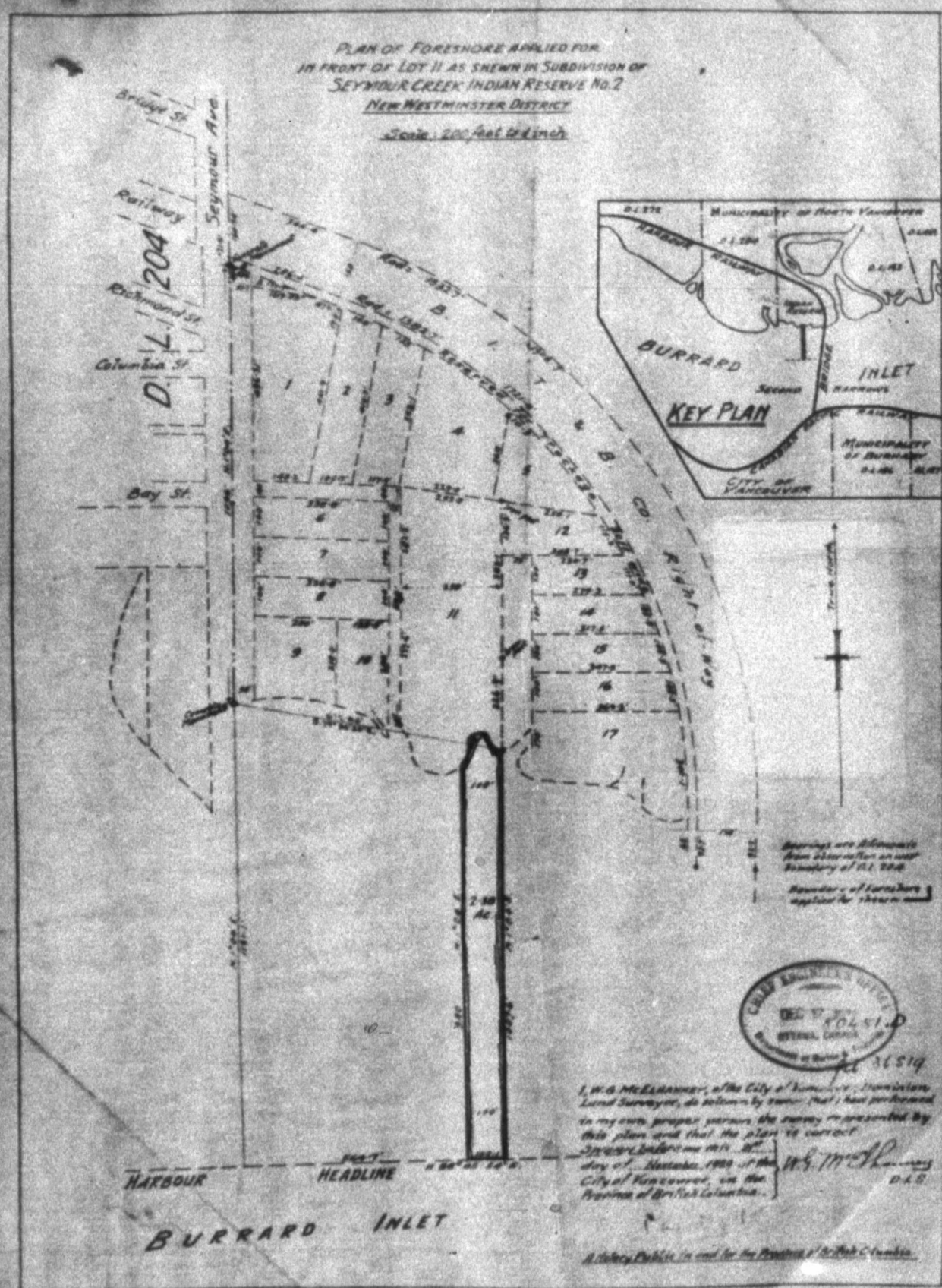

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PHOTOSTAT

REGISTRATION NO.

DESCRIPTION

INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

CANADA

I certify this to be a photographic reproduction of an original document held in my custody.

Registrar of Indian Lands.

AFFAIRES INDIENNES ET DU NORD CANADIEN

3M-I-107 "FILMSORT®" BRAND APERTURE CARD PRODUCT OF 3M CO. ST. PAUL 6, MINNESOTA U.S. PAT. NOS. 2,587,022 PRINTED IN U.S.A.

Right side of slide
Seymour Creek. R. No. 2.
Plan. Date: Jan/16/30.
Left side of slide
Plan, Date: Nov/29/29.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-50

Mr Pedley

ANY FURTHER COMMUNICATION ON THIS SUBJECT SHOULD BE ADDRESSED TO
THE DEPUTY MINISTER OF MARINE
OTTAWA, ONT.
AND THE FOLLOWING NUMBER SHOULD BE QUOTED:
36-819
CABLE ADDRESS—MARINE, OTTAWA

CANADA

DEPARTMENT OF MARINE AND FISHERIES
MARINE BRANCH
OTTAWA

DEPT OF INDIAN AFFAIRS
JAN 17 1930
RECORDS

January 16th, 1930.

Sir:-

The Seaboard Oil and Refining Company, Vancouver, British Columbia has made application for a waterlot fronting on Seymour Creek, Indian Reserve No.2.

I enclose herewith, copy of the plan and description of the waterlot applied for, together with a copy of proposed lease from His Majesty to the said Company.

The Vancouver Harbour Commissioners recommend a lease to the said Company of the waterlot applied for at a rental of one-quarter cent per square foot, per annum from the date of this lease, namely, 25th November 1929 up to September 15th, 1930, and that a rate of one-half cent per square foot be charged from the latter date until September 15th, 1935, with the usual stipulation that half the rentals collected from this waterlot will be paid to the Department of Indian Affairs.

Will you please advise this Department whether the issue of a lease to the Seaboard Oil and Refining Company of the waterlot in question meets with your approval.

I am, Sir,

Your obedient servant,

E. Hawken

E. Hawken,
Acting Deputy Minister.

The Superintendent General,
of Indian Affairs,
OTTAWA.

(encl.)

The original file has been removed from the Records of the Indian Branch.
OCT 41-3 ET
Signature
Feb/19/7 19

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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CANADA

W. G. McElhanney
Surveyor and Engineer
324 Pacific Building,
744 Hastings Street, West.
Vancouver, B.C. Nov. 21, 1929.

DESCRIPTION OF FORESHORE LOT IN FRONT OF BLOCK 11,
IN SUBDIVISION OF SEYMOUR INDIAN RESERVE NO.2, NORTH VANCOUVER.

All and singular, that certain parcel or tract of land, situate, lying and being in the Province of British Columbia, in the District of New Westminster, and being composed of that portion of the bed of Burrard Inlet, lying in front of the Easterly 100 feet of Block 11, in the subdivision of the Seymour Indian Reserve No. 2, which said parcel may be more particularly described as follows:

Commencing at the Southeast corner of said Block 11, said corner being S 79° 36' 20" E and 672.86 feet distant from the concrete monument marking the Southwest corner of said Reserve; thence S 1° 04' W 1007.6 feet more or less to the Harbour headline; thence S 88° 05' 54" W 100.1 feet; thence N 1° 04' E 980 feet more or less to the Southerly boundary of said Block 11; thence following along the Southerly boundary of said Block 11 in an Easterly direction to point of commencement, containing 2.38 acres more or less, as shown outlined in red on plan hereto attached.

W G McElhanney

The original of this document has been removed from the records of the Indian Land Registry.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa, 23rd January 1930

R

Memorandum

Lands Branch,-

Please note letter of Department of Public Works dated 29th November last and reply dated 2nd December, as well as Commissioner Ditchburn's recommendation, paragraph three, page two, of his letter of the 3rd instant.

If it is decided to proceed with the lease to the Seaboard Oil and Refining Company Ltd., would you be good enough, when replying to the Department of Marine and Fisheries' letter of the 16th instant, to also advise the Secretary, Department of Public Works, that the Department has entered into the lease and has no objection to the wharf construction, according to the information supplied in his letter of the 29th November?

H Robertson

Chief Surveyor.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1. Legal
2. Lands
memo & correspondence under

13167-50

Ottawa, 23rd January 1950

Sir,- Your ref.No.33/14/16394

As requested, I am returning the blueprint which accompanied your letter of the 3rd instant.

Your obedient servant,

(A.F.MacKenzie)
Acting Assistant Deputy and Secretary.

W.E.Ditchburn Esq.,
Indian Commissioner,
Victoria, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

13167-50

DEPARTMENT OF PUBLIC WORKS OF CANADA

OTTAWA January 22,1930.

1511-20

ND/B:

FROM: The Secretary,
Department of Public Works.

TO : The Secretary,
Department of Indian Affairs,
O t t a w a.

re Application of Seaboard Oil & Refining Co.,Ltd.,under section 7,Navigable Waters Protection Act,for approval of plans and site of wharf proposed to be constructed on the foreshore in front of lot 11,Seymour Indian Reserve No 2, North Vancouver, B.C.

May I ask whether any development has taken place in connection with the above application since my letter of December 26,1929.

N. Desjardins

N. DESJARDINS,
Acting Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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CANADA

Re. Transfer Cascade Rock & Gravel Co
to
Seaboard Oil & Refining Co. Limited.

Lease No 128 Transfer & Taxes - Covers 11.9 acres
Lots No 4. 5 & 11 ✓ Date of lease
" " transfer to Cascade Rock & Gravel Co -
identifies this transfer

Lease No 146 - Transfer & Taxes - Covers 2.2 "
Lots No 2 & 3 (ok)

Lease No 197 Transfer & Taxes - Covers 1.7 "
Lot No 1 (ok)

W. J. Limlick Transfer & Taxes - Covers 3.2 "
Lease 147 Lots No 6. 7. 8 & 10 (ok)

19.0 acs

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
Pt. 1)

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PUBLIC ARCHIVES
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CANADA

File No. 13,167-50

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, January 29, 1930. 192

Memo.

Approved DCS

Deputy Superintendent General,-

A considerable portion of the correspondence hereunder refers to an application of the Seaboard Oil & Refining Co., Ltd., of Vancouver, for permission to lease a portion of the Seymour Creek Indian Reserve No. 2, and to acquire two existing leases by assignment all for the purpose of carrying out a more or less extensive industrial development.

This matter has been very carefully considered, both by the local Agent, Mr. Daunt, and Commissioner Ditchburn, both of whom strongly approve the application. In addition, the Squamish Band, at a meeting held for the purpose on the 13th of November last, gave the necessary surrender covering Lots 12, 13, 14, 15, 16 and 17, in order that these parcels might be leased to the Seaboard Oil & Refining Company, Limited, on certain stated terms and conditions. The proposed re-arrangement of existing leases and acquisition of additional lands would appear to be decidedly to the advantage of the Indian owners, and I would recommend your approval in order that the necessary further action may be taken in the matter.

Director.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Printed in Canada)

FORM T. D. 20

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

DAY LETTER

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD

TIME FILED

CHECK

J. McMILLAN, General Manager of Telegraphs, Montreal.

Send the following Day Letter, subject to the terms printed on the back hereof which are hereby agreed to.

OTTAWA, 30th January, 1930.

A.O'N.Daunt, Esq.,
Indian Agent,
Vancouver, B.C.

Replying your telegram twenty-ninth reference Seaboard Oil and Refining Company matter Department approves of proposed transfers of leased and further adjustment situation as indicated your letter eighth. Further particulars by letter.

D. C. Scott.

13167-50

FORM 6124

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of the above symbols appears after the check (number of words) the message is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RA544 50 NL

STANDARD TIME

R

X VANCOUVER BC 29

THE SECRETARY DEPARTMENT OF INDIAN AFFAIRS

562 OTTAWA ONT

DEPT. OF INDIAN AFFAIRS JAN 30 1930

REFERENCE MY LETTER OF EIGHTH INSTANT REGARDING PROPOSED TRANSFER OF CASCADE COMPANY LEASES TO SEABOARD OIL AND REFINING COMPANY PLEASE ADVISE WHETHER THIS IS ACCEPTABLE TO THE DEPARTMENT AS IT IS ABSOLUTELY NECESSARY THAT THE SEABOARD COMPANY GET THEIR APPLICATION FOR LEASE IN AT ONCE THIS MATTER IS MOST URGENT

A ON DAUNT.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF PUBLIC WORKS OF CANADA

OTTAWA

R

1511-20
ND/JM.

February 2, 1930.

DEPT. OF INDIAN AFFAIRS
FEB 5 1930
RECORDS

From: The Secretary,
Dept. of Public Works,

To: The Secretary,
Dept. of Indian Affairs,
Ottawa.

Re Application of Seaboard Oil & Refining Co., Ltd., under Section 7, Navigable Waters Protection Act, for approval of plans and site of wharf proposed to be constructed on the foreshore in front of lot 11, Seymour Indian Reserve No. 2, North Vancouver, B.C.

May I ask whether any information is available with regard to the above matter.

I may say that the requirements of the Navigable Waters Protection Act have now been completed except that respecting interest in the site, and, on receipt of information to the effect that your Department is satisfied as to the use of such site, this Department will be in a position to proceed with the application.

N. Desjardins

N. Desjardins,
Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-50.

Ottawa, February 12, 1930.

Dear Sir,-

I desire to acknowledge the receipt of your letters of the 22nd ultimo and the 2nd instant, respectively, your File No. 1511-20, and with reference to the application of the Seaboard Oil & Refining Co., Ltd., of Vancouver, for permission to construct a wharf on the foreshore of Lot No. 11, Seymour Creek Indian Reserve No. 2.

The necessary information and reports have been received by the Department from our local Agents, and I am now in a position to inform you that this Department has no objection to offer to the approval of the plans and the construction of a wharf, as proposed. These in themselves are part of a larger undertaking initiated by the present applicants, and involving the lease of certain lands from this Department.

Yours very truly,

A. F. MacKenzie.
Acting Assistant Deputy & Secretary.

N. Desjardins, Esq.,
Secretary,
Department of Public Works,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-50.

Ottawa, February 12, 1930.

Dear Sir,-

I desire to acknowledge the receipt of your letter of the 16th ultimo, your File No. 36-819, and referring to an application which your Department has received from the Seaboard Oil & Refining Co., Ltd., of Vancouver, for lease of a water lot fronting a portion of the Seymour Creek Indian Reserve No 2, in North Vancouver.

I am instructed to inform you that this Department consents to the issue of such a lease, subject, of course, to the Harbour Board regular rate of rental, and on condition that one-half of the rentals collected therefrom shall be paid to this Department

Yours very truly,

A. F. MacKenzie.
Acting Assistant Deputy & Secretary.

The original of this Document has been received for copying in the Records of the Indian Land Agreements
DLT 9-1-2, 2C4
Signature
Feb/19/71 19

E. Hawken, Esq.,
Acting Deputy Minister,
Department of Marine & Fisheries,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13,167-50.

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, February 12, 1930 192

Memo.

Mr. MacInnes,-

Please prepare necessary memorandum to Council accepting surrender of the Squamish Band of Indians in the Province of British Columbia, as given under date of the 13th of November last, of certain portions of the Seymour Creek Indian Reserve No. 2, in order that the same may be leased for their benefit.

Director.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-50

Ottawa, February 13, 1930.

His Excellency

The Governor General in Council.

The undersigned begs to submit herewith a surrender in duplicate, given on the 1st day of November, 1929, by the Squamish Band of Indians, in the Province of British Columbia, of a parcel of land contained therein, more particularly described as follows:-

"All those parcels of land situate in the Seymour Creek Indian Reserve No.2, in the Province of British Columbia, containing together by admeasurement eight acres and three tenths of an acre more or less being composed of:

Lot 1	containing	1-7/10	acres more or less
Lot 12	"	8/10	of an acre " " "
Lot 13	"	8/10	" " " " " "
Lot 14	"	7/10	" " " " " "
Lot 15	"	8/10	" " " " " "
Lot 16	"	8/10	" " " " " "
Lot 17	"	1-5/10	acres " " "

and that parcel 75 feet in width lying south of Lot 12 and east of Lot 11 and west of Lots 12, 13, 14, 15, 16 and 17 containing 1-4/10 acres more or less, as the said parcels are shown on a plan of Seymour Creek Indian Reserve No.2 by J. R. Burnes, B.C.L.S., dated 26th March, 1926, of record in the Department of Indian Affairs under number B.C.317."

The said surrender has been given in order that the said land may be leased for the benefit of the said band of Indi[illegible] by the Department of Indian Affairs.

T[illegible] urrender has been duly authorized, executed [illegible]ed in the manner required by the 51st Section o[illegible] ian Act, and the undersigned would accordi[illegible] mend that the same be accepted by Your Exc[illegible] a Council, the original surrender to be retu[illegible] he Department of Indian Affairs and the dupl[illegible] ereof to be kept of rec[illegible] in the Privy Council [illegible].

S.C. 18-2-30
T.B. 22-2-30
P.C.

Superintendent [illegible]
of Indian Affairs.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Very Poor Copy

PUBLIC ARCHIVES
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CANADA

SYNOPSIS OF MEMORANDUM TO COUNCIL dated February 13, 1930.

To accept surrender given on the 1st November, 1929, by the Squamish Band of Indians, B.C., of a parcel of land in their reserve in order that the same may be leased for their benefit, pursuant to Section 51 of the Indian Act.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Very Poor Copy

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF PUBLIC WORKS OF CANADA

1511-20 OTTAWA February 19,1930.

B:

R

DEPT. OF INDIAN AFFAIRS
FEB 20 1930
RECORDS

FROM: The Secretary,
Department of Public Works.

TO : The Secretary,
Department of Indian Affairs,
O t t a w a.

1 Bell
2 Mrs Young

I beg to acknowledge the receipt of your letter of the 12th instant (13167-50) with regard to the application of the Seaboard Oil & Refining Company,Limited,for the approval of the plansand site of a wharf to be constructed on the foreshore in front of lot 11,Seymour Creek Indian Reserve No 2, B.C.

I note your statement that your department has no objection to the approval of the above application as the proposed work is part of the larger undertaking initiated by the applicant and involves the lease of certain lands from your department.

N. Desjardins

N. DESJARDINS,
Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

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PUBLIC ARCHIVES
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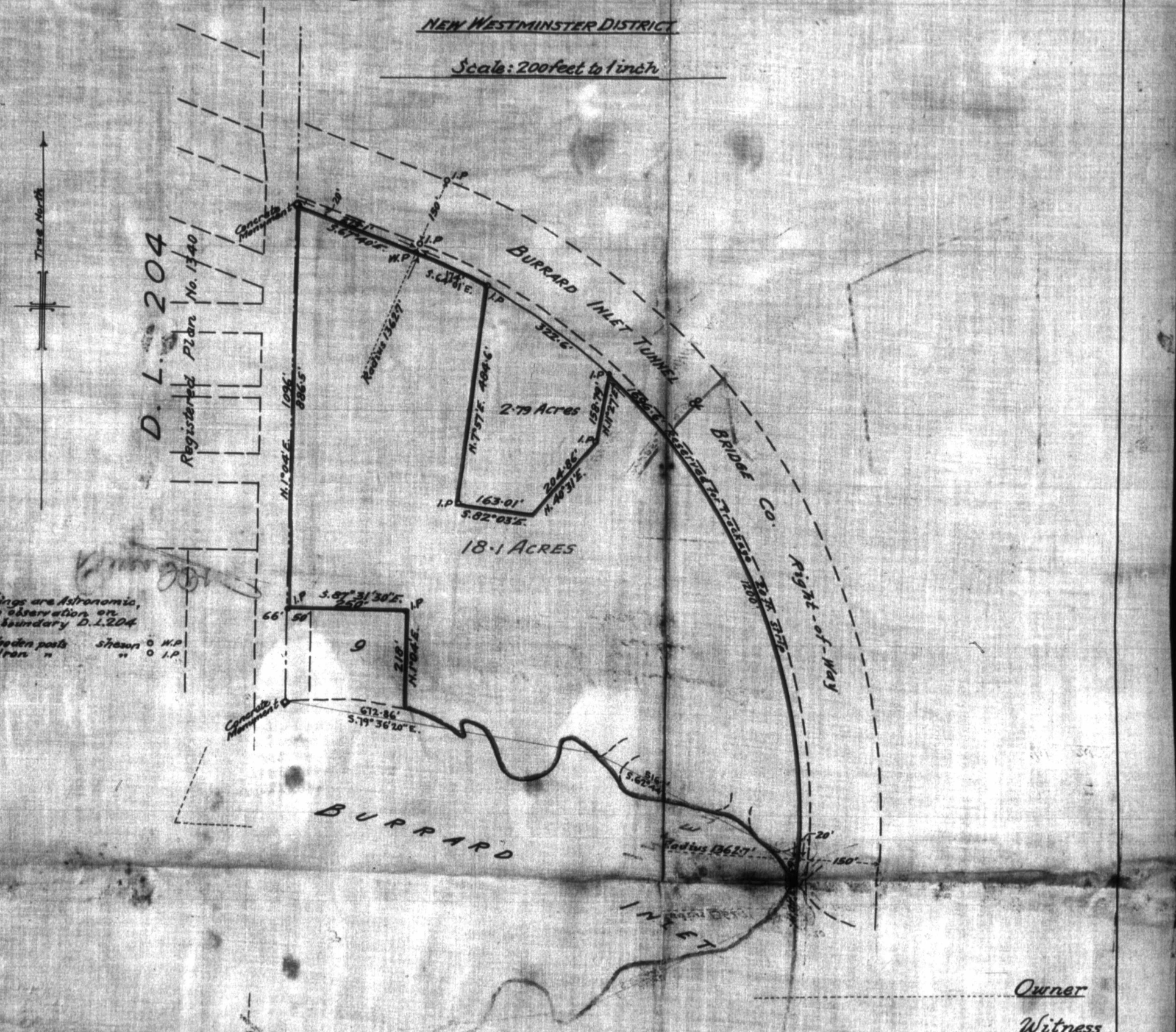
CANADA

PLAN
OF 18·1 ACRE PORTION OF
SEYMOUR CREEK INDIAN RESERVE No. 2
NEW WESTMINSTER DISTRICT

Scale: 200 feet to 1 inch



Note.
Bearings are Astronomic, from observation on west boundary D.L.204

Wooden posts shown ○ W.P.
Iron " " ○ I.P.

I, W.G. McELHANNEY, of the City of Vancouver, British Columbia Land Surveyor, make oath and say that I was present at and did personally superintend the survey represented by this plan and that the survey and plan are correct. The said survey was completed on the First day of February, 1930.
SWORN before me this 3rd day of February, 1930, at the City of Vancouver, in the Province of British Columbia.

W. G. McElhanney

A Notary Public in and for the Province of British Columbia.

Seaboard Oil and Refining Company Limited.
By [illegible], President
By [illegible], Asst. Sec.

Owner

Witness

Approved under the "Land Registry Act"

day of 1930.

F.B.82

PHONE DOUGLAS 2260

CITY OFFICE:
422 STANDARD BANK BUILDING

SEABOARD OIL AND REFINING COMPANY LIMITED

(INCORPORATED UNDER THE LAWS OF THE DOMINION OF CANADA)

MARKETERS AND REFINERS
OF PETROLEUM PRODUCTS

VANCOUVER, B. C.

January 31, 1930.

Department of Indian Affairs,
Winch Building,
Vancouver, B.C.

Gentlemen:

The Department of Indian Affairs having agreed to the assignment given us by Cascade Rock and Gravel Company Limited and W. J. Timlick to certain lands in Seymour Creek Indian Reserve number two (2), New Westminster District, Province of British Columbia, and more particularly described as follows: All and singular, those certain parcels or tracts of land, situate, lying and being in Seymour Creek Indian Reserve, number two (2), New Westminster District, Province of British Columbia, and consisting of all of Blocks A, 1, 2, 3, 4, 5, 6, 7, 8, 10 and 11, as shown on plan of subdivision of the above Reserve, deposited in the Department of Indian Affairs at Ottawa, save and except a 2.79 acre portion of said Reserve, which may be more particularly described as follows:

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-Of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of said strip of land, the following bearings and distances: S 67° 40' E. 279.1 feet; and S 64° 01' E. 174 feet; thence S 7° 57' W. 484.6 feet; thence S 82° 03' E. 163.01 feet; thence N 40° 31' E. 204.86 feet; thence N 11° 27' E. 158.79 feet; more or less to the Southerly boundary of said strip of land; thence in a North Westerly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius 1362.7 feet, a distance of 322.6 feet, more or less to point of commencement, containing 2.79 acres as shown outlined in red on plan hereto attached.

Seaboard Oil and Refining Company Limited recently applied to your Department for a lease on Lots 12 to 17 inclusive and the street allowance lying West of Lots 13 to 17 inclusive, as shown on a plan of subdivision of the above reserve deposited at the Department of Indian Affairs at Ottawa, which application has been received and approved, and

Quotations furnished on fuel oil for cargo shipments or bunkering requirements at Canadian or United States Pacific ports. Address all communications to the Company only, Standard Bank Bldg., or P. O. Box 1110, Vancouver, B. C. Cable address: "S. O. A. R. C." All codes.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

lease is in process of being issued.

Seaboard Oil and Refining Company Limited, now, therefore, request that all its interests in the lands above referred to be merged into one lease to run for a period of twenty-one years and renewable for a like period on the same terms and conditions now existing, in so far as rentals are concerned, that is to say, for the first eight years the rentals should be Three thousand three hundred and twenty-one dollars ($3,321.00); at the expiration of the eight year period a re-valuation of the land shall be made for the purpose of adjusting rentals, and similar re-valuations shall be made at the expiration of each ten year period thereafter. The lands for which the above lease is requested are described as follows: All and singular, that certain parcel or tract of land, situate, lying and being in the Seymour Creek Indian Reserve number two (2), New Westminster District, Province of British Columbia, which said parcel may be more particularly described as follows:

Commencing at the intersection of the Westerly boundary of said Reserve. with the Southerly boundary of a 20 foot strip of land reserved for trackage, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-of-Way; thence S. 67° 40' E. parallel to the Southerly boundary of said Right-of-Way and distant 20' measured perpendicularly therefrom, 279.1 feet; thence on a curve to the right of radius 1362.7 feet, a distance of 1696.6 feet; thence on tangent S. 3° 40' W. 65 feet more or less to high water mark; thenc e following said high water mark in a westerly and northerly direction to the easterly boundary of Lot 9, as shown on subdivision plan of said Reserve; thence N. 1° 04' E. 218 feet; thence N. 87° 31' 30" W. 250 feet more or less to the Westerly boundary of said Reserve ; thence N. 1° 04' E. along the Westerly boundary of said Reserve 886.5 feet more or less to point of commencement, save and except the Right-of-Way of the British Columbia Electric Railway Company Limited power and transmission line across the lands in question, and a 2.79 acre parcel which latter may be more particularly described as follows:

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjbining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of said strip of land the following bearings and distances: S. 67° 40' E. 279.1 feet and S. 64° 01' E. 174 feet; thence S. 7° 57' W. 484.6 feet; thence S. 82° 03' E. 163.01 feet; thence N. 40° 31' E. 204.86 feet; thence N. 11° 27' E. 158.79 feet; more or less to the Southerly boundary of said strip of land; thence in a Northwesterly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius, 1362.7 feet, a distance of 322.6 feet more or less to point of commencement, containing 2.79 acres more or less.

The above described parcel of land, less the above exception, containing 18.1 acres more or less as shown outlined in red on plan hereto attached.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

It is understood that lease on the above mentioned lands will date as from January 1st, 1930.

Yours very truly,

SEABOARD OIL & REFINING CO.LTD.,

D.B. Boyd

D. B. BOYD,
President.

DBB:ER

SEABOARD OIL AND REFINING CO. LIMITED
SEABOARD PETROLEUM PRODUCTS
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Reserving to the Crown, as represented by the Supt. Genl. of I. A., the right to grant to the Vancouver Harbour Commissioners ~~the~~ permission to construct, operate and maintain a spur line through the above described property, the centre line of which is shown on plan recorded in the Surveys Branch of the Dept. of I. A. under number RR2289

Commence description at "All and Singular

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Phone Sey. 6356

W. G. McElhanney
Surveyor and Engineer

324 Pacific Building,
744 Hastings Street, West.
Vancouver, B.C.

Feb. 3rd, 1930.

DESCRIPTION OF PORTION OF SEYMOUR INDIAN RESERVE NO. 2, NORTH VANCOUVER.

All and singular, that certain parcel or tract of land, situate, lying and being in the Seymour Creek Indian Reserve No. 2, New Westminster District, Province of British Columbia, which said parcel may be more particularly described as follows:

Commencing at the intersection of the Westerly boundary of said Reserve, with the Southerly boundary of a 20 foot strip of land reserved for trackage, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-Of-Way; thence S. 67° 40' E. parallel to the Southerly boundary of said Right-Of-Way and distant 20' measured perpendicularly therefrom, 279.1 feet; thence on a curve to the right of radius 1362.7 feet, a distance of 1696.6 feet; thence on tangent S. 3° 40' W. 65 feet more or less to ~~said~~ high water mark; thence following said high water mark in a westerly and northerly direction to the easterly boundary of Lot 9, as shown on subdivision plan of said Reserve; thence N. 1° 04' E. 218 feet; thence N. 87° 31' 30" W. 250 feet more or less to the Westerly boundary of said Reserve; thence N. 1° 04' E. along the Westerly boundary of said Reserve 886.5 feet more

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Very Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Phone Sey. 6366

W. G. McElhanney
Surveyor and Engineer

328 Pacific Building,
744 Hastings Street West.
Vancouver, B.C.

or less to point of commencement, save and except, a 2.79 Acre parcel which may be described as follows Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Co. Right-Of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of said strip of land the following bearings and distances: S. 67° 40' E. 279.1 feet and S. 64° 01' E. 174 feet; thence S. 7° 57' W. 484.6 feet; thence S. 82° 03' E. 163.01 feet; thence N. 40° 31' E. 204.86 feet; thence N. 11° 27' E. 158.79 feet; more or less to the Southerly boundary of said strip of land; thence in a Northwesterly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius, 1362.7 feet, a distance of 322.6 feet more or less to point of commencement, containing 2.79 acres more or less. ~~as shown outlined in red on plan hereto attached.~~

The above described parcel of land less the above exception containing 18.1 acres more or less as shown outlined in red on plan hereto attached.

W. G. McElhanney.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

R

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
FEB 25 1930
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., February 20, 1930.

1 Lands
2 Mortgaging

Sir:

I beg to forward you, herewith, application from the Seaboard Oil and Refining Company to lease lands in the Seymour Creek Indian Reserve No.2., part of which was recently assigned to them with the approval of the Department by the Cascade Rock & Gravel Co. Ltd. and W. J. Timlick. Full surveyor's description together with linen sketch and blue print describing the area in question are enclosed. I should be obliged to receive the lease in due course for completion by the lessees.

Your obedient servant,

(A. O'N.Daunt)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

FORM 6124

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RA564 30 NL

STANDARD TIME

VANCOUVER BC 28 FEB 28 PM 8 55

R

656

SECRETARY

DEPT OF INDIAN AFFAIRS OTTAWA ONT

SEABOARD OIL COMPANY VERY ANXIOUS TO GET WORK UNDER WAY AT SEYMOUR CREEK RESERVE WILL YOU PLEASE EXPEDITE ISSUE OF LEASE APPLICATION AND PLANS OF WHICH ARE IN YOUR POSSESSION

A O N DAUNT.

FORM 6124

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RA555 58 NL

STANDARD TIME

VANCOUVER BC 28 FEB 28 PM 8 44

R

DOCTOR DUNCAN C SCOTT

651

DEPUTY SUPERINTENDENT GENERAL OF INDIAN AFFAIRS OTTAWA ONT

WILL YOU PLEASE ADVISE WHEN WE CAN EXPECT LEASE TO SEABOARD OIL AND REFINING COMPANY LIMITED COVERING APPLICATION FOR PART OF SEYMOURCREEK INDIAN RESERVE NUMBER TWO STOP WHILE WE HAVE TAKEN POSSESSION OF PROPERTY IN ACCORDANCE WITH YOUR PREVIOUS WIRE YET BANKERS OBJECT TO ANY EXTENSIVE EXPENDITURES PRIOR TO ACTUAL EXECUTION OF LEASE STOP THANKS FOR YOUR COOPERATION

D B BOYD.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-50.

Form 6102, replacing Form 2A-T.W.

CLASS OF SERVICE DESIRED

Day Message

Day Letter

Night Message

Night Letter

Patrons should indicate opposite the class of service desired OTHERWISE THIS MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

CANADIAN NATIONAL TELEGRAPHS

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, GENERAL MANAGER

Exclusive Connection with WESTERN UNION TELEGRAPH CO.

Cable Service to all the World

Money Transferred by Telegraph

RECEIVER'S NO.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, March 1, 1930.

A. O'N. Daunt,
Indian Agent,
New Westminster,
B. C.

Replying your telegram twenty-eighth reference Seaboard Oil Company your letter twentieth just received Stop Company advised by telegram that lease will issue without delay.

A. F. MacKenzie.

(Charge D.I.A.)

File 13,167-50.

NIGHT LETTER

Form 6107, replacing Form N.L. 2-T.W.

CANADIAN NATIONAL TELEGRAPHS

Exclusive Connection with WESTERN UNION TELEGRAPH CO.

Cable Service to all the World

Money Transferred by Telegraph

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, GENERAL MANAGER

RECEIVER'S NO.	TIME FILED	CHECK

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

Ottawa, March 1, 1930.

D. B. Boyd,
Seaboard Oil & Refining Co., Ltd.,
Vancouver, B. C.

Have received your telegram twenty-eighth ultimo Stop Necessary plans and other information reference your application just received from our Agent Stop Matter now in hand and lease will issue without delay Stop Will advise by telegram when completed.

Duncan C. Scott

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Seaboard Oil & Refining
Company, Limited.

Lots Nos 1-2. 3. 4. 5. 6. 7. 8.
10. 11. 12. 13. 14.
15. 16. 17. & that
parcel 75 ft in
width lying S. of lot
12 & East of Lot 11 &
W of lots 12. 13. 14
15. 16. & 17 containing
1.4 acs as said par-
cels are shown red

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

P.C. 452

Certified to be a true copy of a Minute of a Meeting of the Committee of the Privy Council, approved by His Excellency the Governor General on the 26th FEBRUARY 1930

The Committee of the Privy Council have had before them a Report, dated 13th February, 1930, from the Superintendent General of Indian Affairs, submitting a surrender given on the 1st day of November, 1929, by the Squamish Band of Indians, in the Province of British Columbia, of a parcel of land contained therein, more particularly described as follows:-

> "All those parcels of land situate in the Seymour Creek Indian Reserve No. 2, in the Province of British Columbia, containing together by admeasurement eight acres and three tenths of an acre more or less being composed of:
>
> Lot 1 containing 1-7/10 acres more or less
> Lot 12 " 8/10 of an acre more or less
> Lot 13 " 6/10 " " " " " "
> Lot 14 " 7/10 " " " " " "
> Lot 15 " 8/10 " " " " " "
> Lot 16 " 8/10 " " " " " "
> Lot 17 " 1-5/10 acres " " "
>
> and that parcel 75 feet in width lying south of Lot 12 and east of Lot 11 and west of Lots 12, 13, 14, 15, 16 and 17 containing 1-4/10 acres more or less, as the said parcels are shown on a plan of Seymour Creek Indian Reserve No. 2 by J.R. Burnes, B.C.L.S., dated 26th March, 1926, of record in the Department of Indian Affairs under number B.C.317."

The said surrender has been given in order that the said land may be leased for the benefit of the said band of Indians by the Department of Indian Affairs.

The Minister recommends, as the said surrender has been duly authorized, executed and attested in the manner required by the 51st Section of the Indian Act.

Original placed on Dead File for Seymour Creek Indian Reserve 17-9-67 PC 452 Reported as 15238

Surrender 1087 Reported as 15237

The Honourable
the Superintendent General of Indian Affairs.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167 50

~~13,119-6.~~

Ottawa, March 7, 1930.

Sir,-

I beg to enclose for registration in your Department, a surrender, given on the First day of November, 1929, by the Squamish Band of Indians, covering certain parcels of land in the Seymour Creek Indian Reserve No. 2, in the Province of British Columbia. The surrender was given in order that the said lands might be leased for the benefit of the said Band of Indians, and was accepted by Order in Council dated the 26th ultimo.

Enclosure.

Kindly return the document to this Department with a certificate of registration endorsed thereon.

Your obedient Servant,

A. F. MacKenzie.
Acting Assistant Deputy & Secretary.

Thomas Mulvey, Esq., B.A., K.C.,
Under-Secretary of State,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

March 1930

DEPT. OF INDIAN AFFAIRS
MAR 11 1930
SURVEYS

Surveys

Is description ok for issues - Stoney Creek

The fifty-foot strip west of lots 1.6.7.8 do not appear to have been surrendered.
WRM

2 Lands

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa, 12th March 1930

Memorandum

Lands Branch,-

With reference to the description for lease for portion of the Seymour Creek Indian reserve No.2, dated Feb.3 1930 and signed by W.G.McElhanney, I beg to say that this description includes some parcels of land not included in any surrenders, namely,-

Lot A
50 ft strip lying W. of Lots 1,6,7 and 8
40 ft. strip lying N. of Lot 6
25 ft. strip lying W. of Lot 11

The surrender recently taken included the lots mentioned up to the time the description was made on the 22 Oct.1929, but evidently did not include all the lands which the Seaboard Oil and Refining Co. thought they were getting. The surrender should include, in addition to the lands enumerated in the description of the 22 Oct.last, the following,-

Lot A - 0.10 ac
A strip 25 ft in width lying between Lots 11 and 6,7,8 & 10
A strip 40 ft in width lying between Lots 1,2,3,11 and 6
A strip 50 ft in width lying West of Lot 1 and the 40 ft. strip above mentioned and Lots 6,7 and 8.

a total of 1.68 acres

Chief Surveyor.

NRM

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DS/HW

1004.

DEPT. OF INDIAN AFFAIRS
MAR 12 1930
RECORDS

Lands

Ottawa, March 11, 1930.

Sir,-

As requested in your letter of the 7th instant, No. 13,119-6, I have the honour to return to you, herewith, surrender dated November 1st, 1929, by the Squamish Band of Indians covering certain land in the Seymour Creek Indian Reserve No. 2, the same having been duly recorded in this Department.

I have the honour to be,

Sir,

Your obedient servant,

Under-Secretary of State.

The Secretary,

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-50.

Triplicate.

Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of

The Squamish Band of Indians

resident on our Reserve

in the Province of

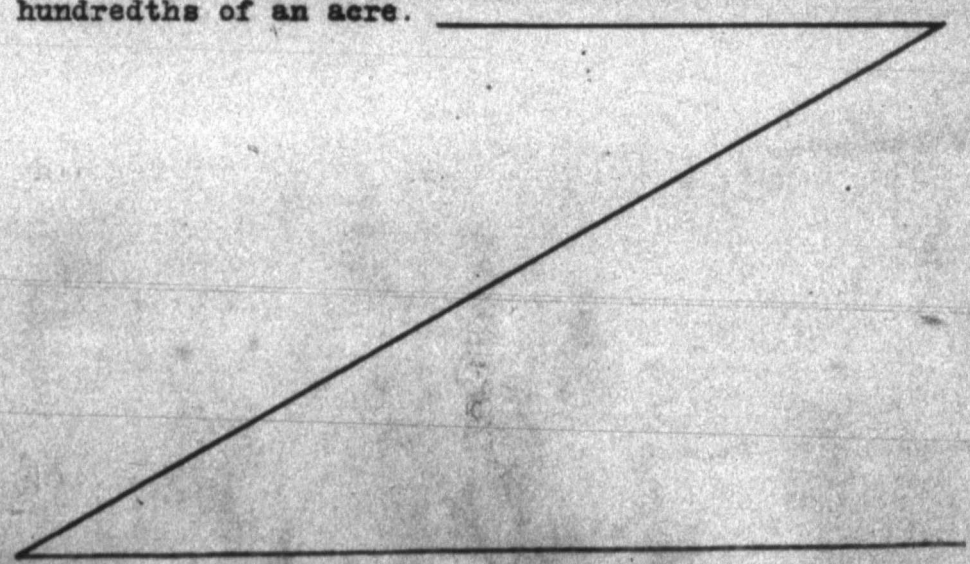
British Columbia and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto OUR SOVEREIGN LORD THE KING, his Heirs and Successors forever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the Seymour Creek Indian Reserve No. 2, in the ~~County of~~ and Province of British Columbia containing together by admeasurement one and sixty-eight hundredths acres be the same more or less and being composed of

Lot A, containing one-tenth of an acre.

A strip of land twenty-five feet in width, lying between Lots eleven and six, seven, eight and ten, containing twenty-nine hundredths of an acre.

A strip of land forty feet in width, lying between Lots one, two, three, eleven, and six, containing thirty-three hundredths of an acre.

A strip of land fifty feet in width lying west of Lot one and the forty foot strip above mentioned and Lots six, seven and eight, containing ninety-six hundredths of an acre.



Form No. 65

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TO HAVE AND TO HOLD the same unto His said Majesty THE KING, his Heirs and Successors forever, in trust to lease

the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our Welfare and that of our people

AND upon the further condition that all moneys received from the leasing thereof, shall, ~~after deducting the usual proportion for expenses of management~~, be paid to us, in the usual way.

AND WE, the said Chief and Principal men of the said

Squamish Band of Indians do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the leasing of the said lands and the disposition of the moneys derived therefrom.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
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CANADA

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this day of in the year of our Lord one thousand nine hundred and thirty.

Signed, Sealed and Delivered,
IN THE PRESENCE OF

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-50.

Ottawa, March 13. 1930.

Sir,-

In preparing to take the necessary action in connection with the application of the Seaboard Oil & Refining Company, Limited, to lease certain lands in the Seymour Creek Indian Reserve No. 2, it has been discovered that a further surrender must be obtained from the Squamish Band before leases can issue. Certain parcels within the boundaries of the proposed leasehold have not been included in any of the surrenders to date. These parcels may be described as follows,-

Enclosures.

Lot A.

A 50 ft. strip lying west of Lots 1,6,7,& 8.

A 40 ft. strip lying north of Lot 6.

A 25 ft. strip lying west of Lot 11

These parcels in all constitute an area of 1.68 acres.

Surrender documents, in duplicate, are enclosed herewith, and you are hereby authorized to call a meeting of the Band for the purpose of considering this matter and giving the necessary release in order that the Department may then be in a position to proceed with the preparation and issue of leases.

A copy of Instructions to Agents is also enclosed, for your guidance in taking surrender.

Your obedient Servant,

Deputy Superintendent General.

F. J. C. Bare, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-50

Form 6102, replacing Form 2A-T.W.

CLASS OF SERVICE DESIRED

Day Message	
Day Letter	
Night Message	
Night Letter	

Patrons should [illegible] indicate the class of [illegible] otherwise [illegible] message will be transmitted as a full-rate telegram

CANADIAN NATIONAL TELEGRAPHS

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, GENERAL MANAGER

Exclusive Connection with WESTERN UNION TELEGRAPH CO.
Cable Service to all the World
Money Transferred by Telegraph

RECEIVER'S NO.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, March 20 1930

R

F.J.C.Ball,
Indian Agent,
Vancouver, B.C.

Answering your telegram this date, reference Seaboard Oil application, week's notice of meeting to consider further surrender must be given, otherwise validity of release, if granted, might be questioned.

Duncan C. Scott.

(Charge D.I.A.)

FORM 5[illegible]

CLASS OF SERVICE / SYMBOL

Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of the symbols appears after the number of words this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO.
Cable Service to all the World
Money Transferred by Telegraph

RA343 28

STANDARD TIME

MAR 20 PM 3 04

R

X VANCOUVER BC 20 1152A

DUNCAN C SCOTT

356

DEPUTY SUPERINTENDENT GENERAL OTTAWA ONT

REFERENCE SEABOARD OIL SURRENDER URGENTLY NEEDED BY COMPANY CAN WEEKS NOTICE OF MEETING BE DISPENSED WITH AS INDIANS WILLING TO FOREGO SAME AND ARE PREPARED TO SIGN IMMEDIATELY

F J C BALL.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-10

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., March 20, 1930.

Mr Scott

Sir,

I have the honour to confirm my wire of today regarding the Seaboard Oil & Refining Company lease and surrender on Seymour Creek Indian Reserve No.2., as follows:-

> "Reference Seaboard Oil surrender urgently needed by Company, can week's notice of meeting be dispensed with as Indians willing to forego same and are prepared to sign immediately."

Mr Boyd called and stated the delay in obtaining the lease was embarrassing to his company on account of banking and other formalities and wished the matter expedited as much as possible.

The Indians through their Secretary, Andrew Paull, expressed their willingness to dispense with the regular week's notice of a meeting seeing that this surrender was more or less a part of the previous one which at the meeting carried unanimously and I took the liberty of wiring you for this authority. The Company had already received a wire from the Department, dated March 1st., that lease would be issued without delay and were consequently disappointed, so I considered the circumstances warranted the request.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball)
Indian Agent.

B/AC

Duncan C. Scott, Esq., Litt.D., F.R.S.C.,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 167/50-

Ref. Mr. DWELL.

OTTAWA, 28th March, 1930-

Sir-

Re. Permit to G.W.Mitchell
(For removal of gravel from Seymour
Creek Indian Reserve.)
- - - - - - - - - - - - - - - - - - -

File 89/167A

28 Nov 1928

Referring to your Rent Return, March 1st to 15th,- payment of rental by the British Columbia Sand and Gravel Company, to whom this Permit was transferred,- I beg to call your attention to letter of 28th November 1928 from Mr. Agent Perry, enclosing copy of a communication addressed by him to this Company, from which you will see that royalty had, then, been paid to 1st March 1928 and, since which time no further payment appears to have been made.

You should, at once, call upon this Company to pay royalty to date, furnishing the necessary sworn Returns, in connection with which I would refer you to statement submitted by Mr. Perry under cover of letter of the 20th August 1928, which is entirely satisfactory in form..

The Department would be glad to have your report in this matter at the earliest possible date, as it is essential that the record of this transaction should be brought up to date.

Your obedient servant

Director Indian Lands & Timber
(J. C. Caldwell.)

Fred. J.C.Ball, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER,
B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

987/32-7-2-5 vol 1

LIST OF VOTING MEMBERS OF SQUAMISH BAND OF INDIANS, VANCOUVER AGENCY, B.C., SHOWING NAMES OF A MAJORITY OF VOTES TAKEN FOR A SURRENDER OF LOT A, containing one-tenth of an acre;

A strip of land twenty-five feet in width, lying between Lots eleven and six, seven, eight and ten, containing twenty-nine hundredths of an acre.

A strip of land forty feet in width, lying between Lots one, two, three, eleven, and six, containing thirty-three hundredths of an acre.

A strip of land fifty feet in width lying west of Lot one and the forty foot strip above mentioned and Lots six, seven and eight, containing ninety-six hundredths of an acre.

situate lying and being in the Seymour Creek Indian Reserve No.2., in the Province of British Columbia containing together by admeasurement one and sixty-eight hundredths acres more or less.

SURRENDER TAKEN BY AUTHORITY OF DEPARTMENTAL LETTER NO. 13,167-50, DATED MARCH 13,1930. MEETING HELD AT SQUAMISH RESERVE NO.1. ON MARCH 31st. 1930.

NAME	PRESENT	ABSENT	FOR	AGAINST
1. Chief Matthias,	1		1	
2. Gus Band.	1		1	
3. Denny Paull,	1		1	
4. Frank Baker,	1		1	
5. Moses Joseph,	1		1	
6. Albert Julian,	1		1	
7. Chief Edward Joseph,	1		1	
8. Wm. Baker, Jr.,	1		1	
9. Charlie Antone,	1		1	
10. A. Julian,	1		1	
11. Dominic Baker,	1		1	
12. Alfred Jacob,	1		1	
13. Thomas Findlay,	1		1	
14. Joe Johnson,	1		1	
15. Simon Baker,	1		1	
16. Thos. Johnson,	1		1	
17. Moses Antone,	1		1	
18. Ben. Newman,	1		1	
19. A. Mack,	1		1	
20. D. Rivers,	1		1	
21. Chas. Newman,	1		1	
22. Wm. Newman,	1		1	
23. Austin Harry,	1		1	
24. Chief George Williams,	1		1	
25. Chief Jimmy Jimmy,	1		1	
26. Chief Andrew,	1		1	
27. Fred George,	1		1	
28. Dave Lock,	1		1	
29. Wm. Nahinee,Sr.,	1		1	
30. E. Charlie,	1		1	
31. L. Nahinee,	1		1	
32. A. Nattrall,	1		1	
33. M. Guss,	1		1	
34. Henry Baker,	1		1	
35. R. Baker,	1		1	
36. Tom Moses,	1		1	
	36		36	

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NAME	PRESENT	ABSENT	FOR	AGAINST
Forward -	36		36	
37. D. Paull,	1		1	
38. Stanley Joseph,	1		1	
39. H. Newman,	1		1	
40. Julian August,	1		1	
41. Dick Isaac,	1		1	
42. Billy Williams,	1		1	
43. Andrew Louie,	1		1	
44. James Reid,	1		1	
45. Billy Pierre,	1		1	
46. Peter Gonzales,	1		1	
47. Isaac Jacob,	1		1	
48. Christie Louie,	1		1	
49. Old Timothy Moody,	1		1	
50. Basil Charlie,	1		1	
51. Tommy Dominic,	1		1	
52. Old William,	1		1	
53. Patrick Cells,	1		1	
54. Arthur Gonzales,	1		1	
55. Blind George Tom,	1		1	
56. Henry George,	1		1	
57. Harry Discon,	1		1	
58. H.Jack,	1		1	
59. Joe Thomas,	1		1	
60. Louie Meranda,	1		1	
61. William Billy,	1		1	
62. Charlie Douglas,	1		1	
63. Gus Douglas,	1		1	
64. Andrew Paull,	1		1	
65. Gabriel Moody,		1		
66. Isadore Pierre,		1		
67. Earl Newman,		1		
68. Harry Moody,		1		
69. Jacob Louie,		1		
70. Louie Jacob,		1		
71. Old Cronie,		1		
72. August Jim,		1		
73. John Baptiste		1		
74. Ben Nahinee,		1		
75. Benito Meranda,		1		
76. Dave Cole,		1		
77. Fred Corkill,		1		
78. Robert Baker,		1		
79. Elvie Andrew,		1		
80. Napoleon Moody,		1		
81. Charlie Stewart,		1		
82. Jim Dick,		1		
83. Peter John,		1		
84. Wm. Baker,Sr.		1		
85. Michael Discon,		1		
86. August Jim,		1		
87. Moses Billy,		1		
88. Dominic Charlie,		1		
89. Billy August,		1		
90. Ambrose Baker,		1		
91. Tommy Cole,		1		
92. Edward Cole,		1		
93. Wm. Discon,		1		
94. Jimmy Frank,		1		
95. Denny Jack,		1		
96. Johnny Gonzales,		1		
97. Joe Harry,		1		
98. Fred Johnson,		1		
99. Denny Mack,		1		
100. Alphonse Williams,		1		
101. Billy Williams,Jr.		1		
102. Achille Mack,		1		
	64	38	64	

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NAME	PRESENT	ABSENT	FOR	AGAINST
Forward -	64	38	64	
103. S. Joseph,		1		
104. Geo. Moody,		1		
105. Joseph Baker,		1		
	64	41	64	-

Total 105

Certified Correct,

Fred J. S. Ball

Indian Agent,
VANCOUVER AGENCY. B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

R

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
415 WINCH BUILDING
VANCOUVER, B.C.

DEPT. OF INDIAN AFFAIRS
APR 8 1930
RECORDS

13,167-50.

April 3, 1930.

Mr Caldwell

Sir:

I have the honour to return herewith the original and duplicate surrender and declaration covering the same, in connection with your letter of March 13th. Instructions were followed and a copy of the poll is also enclosed although each member has signed the surrender for himself.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

ENCL.
B/AC

Duncan C. Scott, Esq., Litt. D., F.R.S.C.,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Files 13167/50
89-167 A 28/11/28.

Bands

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
415 WINCH BUILDING
VANCOUVER, B.C.

DEPT. OF INDIAN AFFAIRS
APR 9 1930
RECORDS

April 4, 1930.

Sir:

I beg to acknowledge receipt of your letter of the 28th. ultimo with reference to removal of gravel from Seymour Creek No.2. Reserve, Squamish Band, by the B.C. Sand and Gravel Co. under permit formerly given to Mr. G. W. Mitchell.

No gravel has been taken from this Reserve since March 1st. 1928, to which date all royalties were paid.

The B.C. Sand and Gravel Co. have paid the rent each year as shown in my rent return.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

B/AC

The Assistant Deputy and Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13,167-50.

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, April 11, 1930. 102

Memo.

(1)

Mr. MacInnes,-

Please prepare memorandum to Council approving of surrender hereunder, given by the Squamish Band of Indians, in the Province of British Columbia of certain portions of the Seymour Creek Indian Reserve No. 2, in order that the same may be leased for their benefit.

Director.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr. Hoare Lines

Ottawa, April 14, 1930.

13167-50

His Excellency

The Governor General in Council.

The undersigned has the honour to submit herewith a surrender in duplicate, given on the 31st day of March, 1930, by the Squamish Band of Indians, of a parcel of land in the Seymour Creek Indian Reserve, No. 2, in the Province of British Columbia, belonging to the said band, more particularly described as follows:-

> That certain parcel or tract of land, situate and being in the Seymour Creek Indian Reserve, No. 2, in the Province of British Columbia, containing together by admeasurement one and sixty-eight hundredths acres be the same more or less and being composed of,-
> Lot A, containing one-tenth of an acre.
> A strip of land twenty-five feet in width, lying between Lots eleven and six, seven, eight and ten, containing twenty-nine hundredths of an acre.
> A strip of land forty feet in width, lying between Lots one, two, three, eleven, and six, containing thirty-three hundredths of an acre.
> A strip of land fifty feet in width lying west of Lot one and the forty foot strip above mentioned and Lots six, seven and eight, containing ninety-six hundredths of an acre.

The said surrender has been given in order that the said land may be leased for the benefit of the said band of Indians by the Department of Indian Affairs.

The said surrender has been duly authorized, executed and attested in the manner required by the 51st Section of the Indian Act, and the undersigned would accordingly recommend that the same be accepted by Your Excellency in Council, the original surrender to be returned to the Department of Indian Affairs and the duplicate thereof to be kept of record in the Privy Council Office.

Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

Very Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

987/ CLOSED
~~167~~/32-7-2-5 VOL.1

TO	DATE	BY	TO	DATE	BY	REQ'D BY	PER	DATE
ADM5	16 9 68	28						
ALT 4-12	15 2 71	18						
ALT 4-12	26 2 71	18						

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION - INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 Pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Indian Affairs
Central Registry Files, 1874-1959

(RG 10, Volume 8091)

File			
987/32-7-2-3	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2 TO THE NARROWS LUMBER CO. AND C.P. LUMBER MILLS LTD. (SQUAMISH BAND) (PLANS)	1941-1948
987/32-7-2-5	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND) (PLANS)	1927-1930
987/32-7-2-5	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND).	1930-1938
987/32-7-2-5	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND) (PLANS).	1938-1945

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FILE NO. ~~167~~ 987/32-7-2-5 A

CLOSED VOLUME

See Vol

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

B

VOLUME 2

FROM April, 1930

TO November, 1938

SUBJECT LEASE
LOT 17
SQUAMISH BAN D
SEYMOUR CREEK RES. NO. 2
FRASER ~~AGENCY~~ DISTRICT

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
ALT 45	29	Reg	16-9-69	PA	ALT 45	15-10-69	
ALT 4-1-2	18	Reg	15-2-71	PA	DLT 4-1-2	19/2/71	

FILE NO. ~~167~~ 987/32-7-2-5 VOL. 2

A

CLOSED VOLUME

See Vol

B

30-74

1A 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

FILE NO. 167/32-7-2-5 V.2

CLOSED VOLUME
See Vol 3

— INDIAN AFFAIRS BRANCH —
DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

A

VOLUME 2

SUBJECT Lease
Lot 17
Squamish Band
Seymour Creek Res #2
Fraser Agency

FROM

TO

FILE NO. 167/32-7-2-5

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use

PUBLIC ARCHIVES
RECORDS CENTRE
272220

1A 1-102

DO NOT WRITE BELOW THIS LINE

C

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

-7-2-5 Vol 2

No. 13167 CLOSED

-7-2-5 Vol 1 Closed

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

P.C. 821

Certified to be a true copy of a Minute of a Meeting of the Committee of the Privy Council, approved by His Excellency the Governor General on the 30th APRIL 1930

The Deputy of

DEPT. OF INDIAN AFFAIRS
MAY 2 1930
Records

The Committee of the Privy Council have had before them a Report, dated 14th April, 1930, from the Superintendent General of Indian Affairs, submitting a surrender given on the 31st day of March, 1930, by the Squamish Band of Indians, of a parcel of land in the Seymour Creek Indian Reserve, No. 2, in the Province of British Columbia, belonging to the said band, more particularly described as follows:-

> That certain parcel or tract of land, situate and being in the Seymour Creek Indian Reserve, No. 2, in the Province of British Columbia, containing together by admeasurement one and sixty-eight hundredths acres be the same more or less and being composed of,-
> Lot A, containing one-tenth of an acre.
> A strip of land twenty-five feet in width, lying between Lots eleven and six, seven, eight and ten, containing twenty-nine hundredths of an acre.
> A strip of land forty feet in width, lying between Lots one, two, three, eleven, and six, containing thirty-three hundredths of an acre.
> A strip of land fifty feet in width lying west of Lot one and the forty foot strip above mentioned and Lots six, seven and eight, containing ninety-six hundredths of an acre.

Original plan placed on Doc File for Seymour Creek Sect 2R No 2 17-9-69

The said surrender has been given in order that the said land may be leased for the benefit of the said band of Indians by the Department of Indian Affairs.

The Minister recommends, as the said surrender has been duly authorized, executed and attested in the manner required by the 51st section of the Indian Act,

Registered as 15242
Surrender 1097 = 15239

The Honourable
the Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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PUBLIC ARCHIVES
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CANADA

AK SAFETY ▲ FILM

that the same be accepted by Your Excellency in Council.

The Committee concur in the foregoing recommendation and submit the same for approval.

Clerk of the Privy Council.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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PUBLIC ARCHIVES
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CANADA

Ottawa, May 2, 1930.

Sir,-

I enclose for registration in your Department a surrender, given on the 31st March last, by the Squamish Band of Indians, of certain lands in the Seymour Creek Indian Reserve No. 2. The surrender was given in order that the land might be leased for the benefit of the said Indians, and was accepted by Order in Council dated the 30th ultimo.

Enclosure.

Kindly return the surrender to this Department with a certificate of registration endorsed thereon.

Your obedient Servant,

A. F. MacKenzie.
Acting Assistant Deputy & Secretary.

Thomas Mulvey, Esq., B.A., K.C.,
Under-Secretary of State,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

File No.
11,167-3A.

Letter

R

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
618 WINCH BUILDING
VANCOUVER, B.C.

April 28, 1930.

Sir:

I beg to acknowledge receipt of your letter of the 22nd. instant with reference to a permit in favour of the Northern Construction Company of Vancouver, and to say that operations on this reserve were closed in 1926 and no further collections were due after that year.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

B/AC

J. C. Caldwell, Esq.,
Director, Indian Lands and Timber,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

FORM 612

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of the three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

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RA21 14 NL STANDARD TIME

VANCOUVER BC 6

DOCTOR DUNCAN C SCOTT

DEPUTY SUPT GENERAL INDIAN AFFAIRS OTTAWA ONT

PLEASE ADVISE WHEN WE MAY EXPECT DELIVERY OF LEASES SEYMOURCREEK INDIAN RESERVE NUMBER TWO

SEABOARD OIL AND REFINING CO LTD.

Immediate
M Caldwell

R

DEPT. OF INDIAN AFFAIRS
MAY 7 1930
RECORDS

File 13,167-50.

Form 6106, replacing Form 2A

CANADIAN NATIONAL TELEGRAPHS

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, GENERAL MANAGER

CLASS OF SERVICE DESIRED	
Day Message	
Day Letter	
Night Message	
Night Letter	

Patrons should mark opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

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RECEIVER'S NO.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, May 8, 1930.

The Seaboard Oil & Refining Co. Ltd.,
Vancouver, B. C.

Answering your telegram of the sixth instant, recent surrender portions Seymour Creek Reserve number two just approved by Order in Council Leases will now be drafted and forwarded for signature in few days.

A. F. MacKenzie.

(Charge D.I.A.)

GBM

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DS/HW

1801.

MAY 9 1930 RECORDS

R.

Ottawa, May 7, 1930.

Sir,-

Referring to your letter of the 2nd instant, No.13,167-50, I have the honour to return to you, herewith, surrender by the Squamish Band of Indians of certain land in the Seymour Creek Indian Reserve No. 2 containing 1.68 acres, the same having been duly recorded in this Department, as requested.

I have the honour to be,

Sir,

Your obedient servant,

Under-Secretary of State.

The Secretary,

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-5-0

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
416 WINCH BUILDING
VANCOUVER, B.C.

May 14, 1930.

Sir: Lease No. 158

I beg to advise that rental was due on March 1st. in the sum of $100.00 from Mr. Will Ellis for rental of part of Seymour Creek No.2. Reserve, Squamish Band. Letters have been written to him but rent has not been received to date. Further efforts will be made to collect and forward the same to you.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

B/AC

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13,167-50.

Department of Indian Affairs

Canada

Lands and Timber Branch

DEPT. OF INDIAN AFFAIRS
JUN 12 1930
SURVEYS

Ottawa, June 10, 1930. 192

Memo.

Surveys,-

The necessary surrender having been given by the Squamish Band, in connection with the application of the Seaboard Oil and Refining Company, Limited, of Vancouver, for lease of portions of the Seymour Creek Indian Reserve No. 2, I have to request that you will advise this Branch whether the description as given on pages 2 and 3 of letter dated January 31st last, from the Seaboard Oil & Refining Company, Limited, covers the entire property as outlined in red on plan attached, and is sufficient for description in lease.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa, 13th June 1930

Memorandum

Lands,-

In reply to your memo of the 10th instant, I may say that the description given on Page 2 of letter dated the 31st Jan. last, under, would be sufficient for description for lease, with the addition, before the closing paragraph, of the following,- Reserving to the Crown, as represented by the Superintendent General of Indian Affairs, the right to grant to the Vancouver Harbour Commissioners permission to construct, operate and maintain a spur line through the above described property, the centre line of which is shown on plan recorded in the Surveys Branch of the Department of Indian Affairs under number RR 2289.

Herewith please find three blueprint copies of the 18.1 acre parcel.

J. Robertson

Chief Surveyor.

The original of this Document has been removed for retention in the Registry of Indian Land Registry.

DLT 412/ 3C4

Signature

Feb/19/71 19

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13,167-50.

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, June 17, 1930. 192

Memo.

Miss [illegible],-

Please take the necessary action to issue lease to the Seaboard Oil & Refining Company, Limited, of Vancouver, covering those portions of the Seymour Creek Indian Reserve No. 2, as described in letter addressed to the Department by the applicants and dated the 31st of January last; also note the reservation which the Surveys Branch requests to be incorporated in the lease, and as given in their memorandum of the 13th instant. The lease is to be for twenty-one years, dating from the 1st of January last, and renewable for a further period of twenty-one years. The annual rental for the first eight years of the lease is to be $3,321. At the expiration of this eight-year period, a re-valuation of the land shall be made for adjusting rental, and similar valuations made at the expiration of each subsequent ten year period. Certain assignments are involved in connection with this leasehold, and I think the proper documents are attached hereunder.

D. M's. approval telegram 1 Mch 1930. J.H.G.

Director.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-50.

Form 6102, replacing Form 2A-T.W.

CLASS OF SERVICE DESIRED	
Day Message	
Day Letter	
Night Message	
Night Letter	

Patrons should mark opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

CANADIAN NATIONAL TELEGRAPHS

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

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RECEIVER'S NO.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, June 18, 1930.

F. J. C. Ball, Esq.,
Indian Agent,
Vancouver, B. C.

Department drafting leases to Seaboard Oil and Refining Company but in meantime collect and return duplicate and triplicate copies of leases numbers one hundred and twenty-eight, one hundred and forty-six, one hundred and forty-seven and one hundred and ninety-seven.

A. F. MacKenzie.

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-50.

Ottawa, June 19, 1930.

Sir,-

I enclose Lease, in triplicate, in favor of Seaboard Oil & Refining Company, Limited, covering lands in Seymour Creek Indian Reserve, for signature, and afterwards, to be returned for execution by the Department.

Enclosure.

Final action can, of course, be taken, only after the outstanding copies of Leases Nos. 128, 146, 147 and 197, transferred to Seaboard Oil Refining Company, Limited, have been filed in the Department, as requested in telegram of yesterday's date, it being essential that the records of these transactions should be closed prior to re-issue for the lands formerly covered by them.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

Money Transferred by Telegraph

RB48 38 NL

STANDARD TIME

VANCOUVER BC 19

SECRETARY

DEPARTMENT OF INDIAN AFFAIRS OTTAWA ONT

REFERENCE YOUR WIRE TODAY RE SEABOARD OIL LEASES DUPLICATES WERE RETURNED TO YOU TODAY BUT TRIPLICATES HAVE BEEN MISLAID BY THE VARIOUS COMPANIES CONCERNED STOP FURTHER SEARCH IS BEING MADE BY THEM AND IF FOUND WILL BE RETURNED

F J C BALL.

JUN 23 1930

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

Duplicates of Leases
Nos 128. 146. 147 & 197

7.1

1.07

1.7
3.2
2.2

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

7.11167 Sub

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

CASCADE ROCK AND GRAVEL
COMPANY, LIMITED

-of-

Lots Nos. 2 and 3 in the
industrial subdivision of
the Seymour Creek Indian
Reserve No. 2.

for ten years
(renewable)
from 15th April, 1928.

Dated 16th April, 1928.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

PUBLIC ARCHIVES
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CANADA

File 11,167-3.

(Duplicate)

THIS INDENTURE, made this Sixteenth day of April, in the year of our Lord One thousand nine hundred and twenty-eight.

Between HIS MAJESTY KING GEORGE V, represented by the Superintendent General of Indian Affairs,

of the First Part;

And CASCADE ROCK AND GRAVEL COMPANY, LIMITED, of the City of Vancouver,

of the Second Part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the parties of the second part, their executors, administrators and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease, unto the said parties of the second part, their executors, administrators and assigns, All those parcels of land situate in the Seymour Creek Indian Reserve number Two on the north shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing together by admeasurement two acres and two-tenths of an acre, more or less, being composed of,- Lots numbers Two and Three in the industrial subdivision of the said Seymour Creek Indian Reserve number Two.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said parties of the second part, their executors, administrators and assigns, for, and during, and unto the full end and term of ten years to be computed from the Fifteenth day of April, One thousand nine hundred and twenty-eight (renewable for a similar term, rental therefor to be re-adjusted on

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

the basis of re-valuation of the land to be made at the expiration of the first period) and from thenceforth ensuing, and fully to be completed and ended, SUBJECT, NEVERTHELESS, to a determination or cession of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned, Yielding and paying yearly during the said term, unto the said party of the first part, the clear yearly rent or sum of Three hundred and thirty dollars, without any deduction whatsoever, payable yearly in advance on the Fifteenth day of April in each year of the term.

And the said parties of the second part do hereby for themselves, their heirs, executors, and administrators, covenant with the said party of the first part, his successors and assigns, that they the said parties of the second part, their heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent on the days and times the same shall become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the land-lord or the tenant thereof; and also that they the said parties of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will they do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that they the said parties of the second part, their executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations, or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED, In the presence of)

CASCADE ROCK & GRAVEL CO. LTD.

Alex. Dick

Sec'y-Treas.

As to the signature of the Deputy of the Superintendent General of Indian Affairs.

Deputy of the Superintendent General of Indian Affairs.

Deputy of the Superintendent General of Indian Affairs.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

CASCADE ROCK AND GRAVEL
COMPANY, LIMITED

-of-

Lot No. 1 in the industrial
subdivision of Seymour
Creek Indian Reserve No. 2.

for 10 years

from 1st February, 1929

(renewable)

Dated 28th February, 1929.

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

PUBLIC ARCHIVES
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CANADA

File 11,167-3.

(Duplicate)

THIS INDENTURE, made this Sixteenth day of April, in the year of our Lord One thousand nine hundred and twenty-eight,

Between HIS MAJESTY KING GEORGE V, represented by the Superintendent General of Indian Affairs,

of the First Part;

And W. J. TIMLICK, of the City of Vancouver, in the Province of British Columbia,

of the Second Part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, his executors, administrators and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease unto the said party of the second part, his executors, administrators and assigns, All those parcels of land situate in the Seymour Creek Indian Reserve number Two on the north shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing together by admeasurement three acres and two-tenths of an acre, more or less, being composed of,- Lots numbers Six, Seven, Eight and Ten in the industrial subdivision of the said Seymour Creek Indian Reserve number Two, reserving thereout the Right of Way of the British Columbia Electric Railway Company, Limited, power and transmission line across Lot number Ten.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, for, and during, and unto the full end and term of ten years to be computed from the Fifteenth day of April, One

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

thousand nine hundred and twenty-eight (renewable for a similar term, rental therefor to be re-adjusted on the basis of re-valuation of the land to be made at the expiration of the first period) and from thenceforth ensuing and fully to be completed and ended, SUBJECT, NEVERTHELESS, to a determination or cession of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned, Yielding and paying yearly during the said term, unto the said party of the first part, the clear yearly rent or sum of Five hundred and twenty dollars, without any deduction whatsoever, payable yearly in advance, on the Fifteenth day of April in each year of the term.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part, his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent on the days and times the same shall become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer,

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that he the said party of the second part, his executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provises, stipulations, or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED, In the presence of	)	D Scott
	)	
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	)	Deputy of the Superintendent General of Indian Affairs.
E. M. Reid.	)	W. J. Timlick
As to the signature of W. J. Timlick	)	

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 11,167-3.

(Duplicate)

THIS INDENTURE, made this Twenty-eighth day of January, in the year of our Lord One thousand nine hundred and twenty-nine,

Between HIS MAJESTY KING GEORGE V, represented by the Superintendent General of Indian Affairs,

of the First Part;

And CASCADE ROCK AND GRAVEL COMPANY, LIMITED, of the City of Vancouver,

of the Second Part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the parties of the second part their executors, administrators and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease, unto the said parties of the second part, their executors, administrators and assigns All that parcel of land, situate in the Seymour Creek Indian Reserve number Two, on the north shore of Burrard Inlet, in the Province of British Columbia, containing by admeasurement one and seven-tenths acres, more or less, being composed of lot number One, in the industrial subdivision of the said Seymour Creek Indian Reserve number Two.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said parties of the second part, their executors, administrators and assigns, for and during, and unto the full end and term of ten years to be computed from the First day of February, One thousand nine hundred and twenty-nine (renewable for a similar term, rental therefor to be re-adjusted on the basis of re-valuation of the land to be made at the expiration of the first period)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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and from thenceforth ensuing, and fully to be completed and ended, SUBJECT, NEVERTHELESS, to a determination or cession of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned. Yielding and paying yearly during the said term, unto the said party of the first part, the clear yearly rent or sum of Two hundred and twenty-five dollars, without any deduction whatsoever, payable yearly in advance on the First day of February in each year of the term, the first payment to be made on the First day of February, One thousand nine hundred and twenty-nine.

And the said parties of the second part do hereby for themselves, their heirs, executors and administrators, covenant with the said party of the first part, his successors and assigns, that they the said parties of the second part, their heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent on the days and times the same shall become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that they the said parties of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will they do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that they the said parties of the second part, their executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and

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provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provises, stipulations or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED,)
In the presence of)
)
)
)
As to the signature of the)
Deputy of the Superintendent)
General of Indian Affairs.)
)
)
)

W. S. Williams

Deputy of the Superintendent General
of Indian Affairs.

Indian Agent
Vancouver
126

W. J. Twitlick Sec-Treas

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
418 WINCH BUILDING
VANCOUVER, B.C.

June 19, 1930.

Sir:

I beg to enclose herewith four duplicates of the leases referred to in your wire of today. I advised you by night letter that the triplicates have been mislaid. I telephoned to each of the companies concerned. They seem to think the lawyer, Mr. Gordon S. Wismer, should have them in his office but he denies receiving them. He borrowed our duplicates at one time, so apparently he either has not received them or has mislaid them. However, they have each promised ~~to~~ further search, and if found they will be forwarded to you.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

Encl.
B/AC

The Assistant Deputy and Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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13167-

FORM 6124

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these symbols appears after the number of words this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

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STANDARD TIME

Mr Cathwell

VANCOUVER BC 30

SECRETARY 855

DEPT. OF INDIAN AFFAIRS JUN 2 1930

DEPARTMENT OF INDIAN AFFAIRS OTTAWA ONT

REFERENCE SEABOARD OIL COMPANY LEASES REFERRED TO IN YOUR LETTER JUNE NINETEENTH SEARCH HAS BEEN MADE BY ALL PARTIES CONCERNED BUT WITHOUT SUCCESS STOP WILL AFFIDAVITS FROM WILLIAM ELLIS BE ACCEPTED CERTIFYING TO THEIR LOSS STOP NEW LEASES HAVE BEEN SIGNED AND RETURNED TO YOU ALSO DUPLICATES OF FOUR OLD ONES

F J C BALL.

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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C.N.T. 6295
12-25

PRINTED IN CANADA

ORIGINAL OF MESSAGE

Telephoned

TO BE Deedan

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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PHONE DOUGLAS 2260

SEABOARD OIL AND REFINING

(INCORPORATED UNDER THE LAWS OF THE DOMINION

MARKETERS AND REFINERS
OF PETROLEUM PRODUCTS

VANCOUVER, B. C.

June 27, 1930.

Department of Indian Affairs,
Winch Building,
Vancouver, B.C.

Attention: Mr. Ball.

Dear Sir:

We hand you herewith leases covering a certain portion of Seymour Creek Indian Reserve number two duly executed by the Seaboard Oil and Refining Company Limited, together with two checks one in the amount of $1660.50 being rental for half year from January to June inclusive. This check we tender in protest, in order that further delays in actual delivery of the lease to us may not be occasioned.

Our protest is based upon the fact, that the delay in the issu ance of the lease in question has caused substantial loss on the part of the Seaboard Oil and Refining Company Limited. Originally we had anticipated the issuance of this document almost a year ago, and as a matter of fact we were assured the latter part of 1929 that the lease would be in our possession by the first of 1930. In justice to the Indian Department, however, we do not take the position that any criticism is due for the delay; but that same was due to a misunderstanding as between the requirements of your department and the instructions originally given to us, as to mode of procedure. Under such circumstances, we have not had the benefit of the lease during the first months of 1930, and as a consequence, have been unable to open our market or construction program during that period.

It is easily to understand, and I am sure you will agree with that our financial interests would not allow us to proceed with extensive development of the lands until such time as we were in a position to title, and while we greatly appreciate the co-operation given by the of your department both at Ottawa and in Vancouver, yet the fact remains the loss on our part is substantial.

In view of the above, we would ask that our rentals the first day of July, and in order that this might be handled plications, if you agree with us, we are enclosing herewith the

Quotations furnished on fuel oil for cargo shipments or bunkering requirements at Canadian or United States Pacific ports. only, Standard Bank Bldg., or P. O. Box 1119, Vancouver, B. C. Cable address: "S. O. A. R.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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check above referred to in the sum of $1660.50 to cover the rentals of the property in question as from the 1st day of July to the 31st day of December, 1930.

We will greatly appreciate anything that may be done by your department for the early return of the executed lease to this corporation.

Respectively yours,

SEABOARD OIL AND REFINING CO.LTD.,

By E. Johnston
Ass't. Secretary

DEB:R

SEABOARD OIL AND REFINING CO. LIMITED
SEABOARD PETROLEUM PRODUCTS
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
415 WINCH BUILDING
VANCOUVER, B.C.

DEPT. OF INDIAN AFFAIRS
JUL 3 1930
RECORDS

June 27, 1930.

Immediate

(Urgent)

File 13167-50.

Sir:

I beg to return herewith triplicate leases in favour of the Seaboard Oil and Refining Co. Ltd. on Seymour Creek Reserve No.2, also a letter from the Company regarding the rental, which is self explanatory. The two cheques referred to are also forwarded herewith, each for $1660.50.

Mr. Boyd, President of the Company, is anxious to have the completed lease immediately returned to him as soon as signed by the Deputy Superintendent General, as it is necessary for him to have this in actual possession before making any arrangments with the Bank, and I respectfully request that the duplicate and triplicate be sent back by return mail if possible. Your instruction as to acceptance or refusal of the protested cheque is also requested. Mr. Boyd states he is prepared to commence work within fifteen days if the completed leases are here in that time.

With reference to the triplicates of leases Nos. 128, 146, 147, and 197, the various people concerned have searched their files, with the exception of Mr. Wismer, Barrister, who acted for one of the parties. He is absent from the city at present, but is expected back within a day or two. If he is unable to locate the documents, affidavits will be forwarded certifying to their loss.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball)
Indian Agent

Assistant Deputy and Secretary,
Dept. of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

13167-50

BANK RECEIPT No. 2732

Amt. $1660.50 2 chqs
1660.50
3321.00

Date 193 19

Entered Journal No. 16 Folio 91

Immediate

54

Dept. Receipt No. C52876

Folio 62 Vol III

all $1660.50 entered

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

13167-50

Ottawa, July 11, 1930.

Sir,-

I desire to acknowledge receipt of your letter of the 27th ultimo returning leases duly executed by the Seaboard Oil and Refining Co. Ltd. and covering portions of the Seymour Creek Reserve No. 2.

The Department is disposed to meet the wishes of Mr. Boyd, President of the Company, in that the first payment of rental should be recorded as becoming due and payable on the first day of July this year. There has been considerable delay in the issue of these leases for which neither Mr. Boyd or the Department can be held entirely responsible. As you are aware it was found necessary to submit a second surrender to the band, this in itself causing considerable delay. Mr. Boyd may be informed, therefore, that the records of the Department have been adjusted to meet the situation and in so far as the payment of rental is concerned, the first payment has been recorded as falling due and having been paid on the first instant.

The duplicate and triplicate copies of this lease, bearing signature of the Deputy Superintendent General, are returned, herewith, the duplicate copy to be retained in your office for purpose of record.

Referring to the last paragraph of your letter I may say that it is unfortunate that the triplicates of leases, 128, 146, 147 and 197 cannot be located. This

F. J. C. Ball, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B.C.

(over)

Lease No 228
Folio 62 Vol III
B.C. Leases

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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appears to be somewhat extraordinary but if further search is without result then Affidavits should be forwarded by the parties interested certifying to their loss. This will be satisfactory to the Department but every possible effort should be made to recover the copies.

Your obedient servant,

A. S. Williams,
Acting Deputy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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13167-50A

Ottawa, August 5, 1930.

Dear Sir,-

With reference to Receipt #C52876 for $3,321.00, rent, which was forwarded to you on the 18th July, I have to request that you will return the same to the Department as it was issued to you in error.

Yours truly,

F.H.Paget
Chief Accountant.

F.J.C.Ball,Esq.,
Indian Agent,
415 Winch Building,
Vancouver,B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 16 1930
RECEIVED

file

/205.

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
August 11, 1930.

Your File R3267450A.

Sir,-

In compliance with your request of the 5th instant, I beg to return herewith General Receipt C52876 for $3,321.00, being for rent, portion Seymour Creek Indian Reserve for Seaboard Oil & Refining Co. Ltd., as it is noted same was issued in error.

Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

Enclosure:-

HM.

receipt cancelled

F.H.Paget, Esq.,
Chief Accountant,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

13167-50

September 20, 1930.

Sir,- Lease 128,
Cascade Rock & Gravel Co.
Land on Seymour Creek Indian Reserve.

I beg to advise you that under this lease there is due rental in the sum of $854.16--a balance of $354.16 on rental for the year ended on the 15th instant and $500.00 for the current year, which became due on that date.

You will be good enough to call upon these lessees for an immediate settlement failing which the Department will be forced to take the necessary action for its collection and to consider cancellation of lease.

Your obedient servant,

J. C. Caldwell,
Director, Indian Lands & Timber.

H. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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13167-50

DEPT. OF INDIAN AFFAIRS
SEP 29 1930
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
September 24, 1930.

/504.

Your File 13167-50.

Lease 128 - Cascade Rock & Gravel Co.,
Land on Seymour Creek Indian Reserve.

Sir,-

With reference to Lease 128 in favour of the Cascade Rock & Gravel Co., as part of this property has been taken over by the Seaboard Oil Company, an adjustment of the lease will have to be made. The Seaboard Oil Company paid from July 1, 1930, for one year in the sum of $3,321.00. Mr.Ellis, Manager of the Cascade Rock and Gravel Co., called at this office yesterday with reference to these rentals and has promised settlement of all outstanding accounts. A further report will be made in this matter in the near future.

Under separate cover the triplicate of Lease 128 is being forwarded for cancellation as per your letter of June 19th.

I have the honour to be,
Sir,
Your obedient servant,

F.J.C.Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

J.C.Caldwell, Esq.,
Director, Indian Lands & Timber,
Department of Indian Affairs,
O t t a w a.

16.10.20

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

Gravel Quarry

7.M.67-3

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

COTTON COMPANY, LIMITED

-of-

Three parcels of land in the
Seymour Creek Indian Reserve
No. 2, on the north shore
of Burrard Inlet, B. C.,
containing 11.9 acres,

for 10 years

from 15th Sept., 1925,

renewable.

Dated 6th November, 1926.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

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File 11,167-3.

(Triplicate)

THIS INDENTURE, made this Sixth day of November, in the year of our Lord One thousand nine hundred and twenty-six,

Between HIS MAJESTY KING GEORGE V, represented by the Superintendent General of Indian Affairs,

of the First Part;

And COTTON COMPANY, LIMITED, of the City of Vancouver,

of the Second Part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the parties of the second part, their executors, administrators and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease, unto the said parties of the second part, their executors, administrators and assigns, All those parcels of land situate in the Seymour Creek Indian Reserve number Two on the north shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing together by admeasurement eleven acres and nine-tenths of an acre, more or less, being composed of,-

FIRSTLY, a parcel on the easterly side of the right of way of the Burrard Inlet Tunnel and Bridge Company, described as follows,- Commencing at a point on the northeasterly limit of the said right of way distant three hundred and thirty-nine feet measured south sixty-eight degrees and forty-three minutes east from the westerly limit of the said Indian reserve; thence south seventy-nine degrees and forty minutes east five hundred and seventy feet; thence south seventy degrees and forty-eight minutes east three hundred and fifty feet; thence south thirty-two degrees and forty-three minutes

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east five hundred and ninety-three feet and five-tenths of a feet; thence west three hundred and seventy-seven feet and eight-tenths of a feet more or less to the northeasterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company; thence northwesterly on a curve along said limit to the place of beginning, containing five acres and seven-tenths of an acre, more or less.

SECONDLY, Commencing at a point on the southwesterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company distant five hundred and twenty-five feet measured along the said southwesterly limit, southeasterly from the west limit of the said Indian Reserve; thence south ten degrees and twenty-three minutes west three hundred and seventy-seven feet; thence south eighty-one degrees and twenty-nine minutes east five hundred and thirty-feet and two-tenths of a feet more or less to the southwesterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company; thence northwesterly on a curve along the said limit to the place of commencement, containing by admeasurement two acres and six-tenths of an acre, more or less.

THIRDLY, beginning at the point where the southwesterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company intersects the west boundary of the said Indian Reserve; thence southeasterly along the said southwesterly limit five hundred and twenty-five feet; thence south ten degrees and twenty-three minutes west three hundred and seventy-seven feet; thence south no degrees and four minutes east five hundred and ninety feet to the shore of Burrard Inlet, which is the point of commencement; thence north no degrees and four minutes west five hundred and ninety feet to the southwest corner

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of the parcel described as "SECONDLY"; thence south eighty-one degrees and twenty-nine minutes east two hundred and fifty-six feet and two-tenths of a feet; thence south no degrees and four minutes west six hundred and ten feet to the shore of Burrard Inlet; thence westerly following the shore of Burrard Inlet to the point of commencement, containing three acres and six-tenths of an acre, more or less.

As these parcels of land are shown upon a plan of portions of Seymour Creek Indian Reserve number Two, North Vancouver, British Columbia, accompanying lease to Cotton Company, Limited, as surveyed by J. Rodger Burnes, British Columbia Land Surveyer, dated December 1925, copy of which is attached hereto.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said parties of the second part, their executors, administrators and assigns, for, and during, and unto the full end and term of ten years to be computed from the Fifteenth day of September, One thousand nine hundred and twenty-five (renewable on such terms and conditions as may be agreed upon, but at a rental of not less than One thousand dollars per annum) and from thenceforth ensuing, and fully to be completed and ended, SUBJECT, NEVERTHELESS, to a determination or cession of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned, yielding and paying yearly during the said term, unto the said party of the first part, the clear yearly rent or sum of Five hundred dollars, without any deduction whatsoever, payable yearly in advance on the Fifteenth day of September in each year of the term, and a royalty of six cents per cubic yard for all material removed from the land hereby leased, payment to be based on sworn returns furnished by the parties of the second

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part. Any necessary buildings erected by the parties of the second part, shall, at the expiration of lease, remain their property.

The parties of the second part may dredge a channel having a width of seventy-five feet, as shown on blue print hereto attached, for the purpose of giving access to scows and other water-craft to the land herein described, on the distinct understanding that such channel, when cut, shall be made available for the Indians and for the purposes of the Department, as right of way to properties within the Reserve, which such water-way may serve.

The portion marked "road" in black ink, running at right angles to the west boundary of Reserve and the east boundary of the land hereby leased, may be constructed by the parties of the second part if desired to give access to the land herein described, but shall be available as right-of-way for the general use of the Reserve.

Payment of Five hundred dollars is hereby acknowledged, being rental under this lease for the first year.

And the said parties of the second part do hereby for themselves, their heirs, executors, and administrators, covenant with the said party of the first part, his successors and assigns, that they the said parties of the second part, their heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent and royalty on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during

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the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that they the said parties of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will they do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that they the said parties of the second part, their executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Ministerby notice in writing under his

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CANADA

hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations, or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED,
In the presence of

H. G. Ogilvy

As to the signature of the Deputy of the Superintendent General of Indian Affairs.

Deputy of the Superintendent General of Indian Affairs.

COTTON COMPANY LIMITED

Will Ellis

Charles Lomas
Indian Agent.
As to the signature of Mr Will Ellis, for Party of the Second Part.
Vancouver. B.C.
November 17/1926.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

PUBLIC ARCHIVES
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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

SEP 29 1930
RECEIVED

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
September 24, 1930.

/505.

Your File 13167-50.

Dear Sir:-

With further reference to your letter of June 19th last regarding the outstanding copies of leases 128, 146, 147 and 197 transferred to the Seaboard Oil Refining Co. Ltd., the triplicate of Lease 128 has now been found in Mr.Wismer's office, the lawyer acting for one of the parties concerned, and the same is returned herewith. A further search is being made by Mr.Will Ellis for the triplicates of the remaining leases. Mr. Ellis will make an application for a new lease to be issued covering the land remaining to the Cascade Rock and Gravel Company, when the rental can be adjusted.

I have the honour to be,
Sir,
Your obedient servant,

Enclosure:
Register.

(F.J.C.Ball).
Indian Agent.

B/HM.

J.C.Caldwell, Esq.,
Director, Indian Lands & Timber,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

7.1167

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

CASCADE ROCK AND GRAVEL
COMPANY, LIMITED

-of-

Lots Nos. 2 and 3 in the
industrial subdivision of
the Seymour Creek Indian
Reserve No. 2.

for ten years
(renewable)
from 15th April, 1928.

Dated 16th April, 1928.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

PUBLIC ARCHIVES
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CANADA

File 11,167-3.

(Triplicate)

THIS INDENTURE, made this Sixteenth day of April, in the year of our Lord One thousand nine hundred and twenty-eight,

Between HIS MAJESTY KING GEORGE V, represented by the Superintendent General of Indian Affairs,

of the First Part;

And W. J. TIMLICK, of the City of Vancouver, in the Province of British Columbia,

of the Second Part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, his executors, administrators and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease unto the said party of the second part, his executors, administrators and assigns, All those parcels of land situate in the Seymour Creek Indian Reserve number Two on the north shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing together by admeasurement three acres and two-tenths of an acre, more or less, being composed of,- Lots numbers Six, Seven, Eight and Ten in the industrial subdivision of the said Seymour Creek Indian Reserve number Two, reserving thereout the Right of Way of the British Columbia Electric Railway Company, Limited, power and transmission line across Lot number Ten.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, for, and during, and unto the full end and term of ten years to be computed from the Fifteenth day of April, One

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

thousand nine hundred and twenty-eight (renewable for a similar term, rental therefor to be re-adjusted on the basis of re-valuation of the land to be made at the expiration of the first period) and from thenceforth ensuing and fully to be completed and ended, SUBJECT, NEVERTHELESS, to a determination or cession of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned, Yielding and paying yearly during the said term, unto the said party of the first part, the clear yearly rent or sum of Five hundred and twenty dollars, without any deduction whatsoever, payable yearly in advance, on the Fifteenth day of April in each year of the term.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part, his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent on the days and times the same shall become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer,

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that he the said party of the second part, his executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provises, stipulations, or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED. In the presence of	D C Scott
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	Deputy of the Superintendent General of Indian Affairs.
E. M. Reid.	W. J. Timlick
As to the signature of W. J. Timlick	

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

File 11,167-3.

(Triplicate)

THIS INDENTURE, made this Twenty-eighth day of January, in the year of our Lord One thousand nine hundred and twenty-nine,

Between HIS MAJESTY KING GEORGE V, represented by the Superintendent General of Indian Affairs,

of the First Part;

And CASCADE ROCK AND GRAVEL COMPANY, LIMITED, of the City of Vancouver,

of the Second Part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the parties of the second part their executors, administrators and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease, unto the said parties of the second part, their executors, administrators and assigns All that parcel of land, situate in the Seymour Creek Indian Reserve number Two, on the north shore of Burrard Inlet, in the Province of British Columbia, containing by admeasurement one and seven-tenths acres, more or less, being composed of lot number One, in the industrial subdivision of the said Seymour Creek Indian Reserve number Two.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said parties of the second part, their executors, administrators and assigns, for and during, and unto the full end and term of ten years to be computed from the First day of February, One thousand nine hundred and twenty-nine (renewable for a similar term, rental therefor to be re-adjusted on the basis of re-valuation of the land to be made at the expiration of the first period)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

And from thenceforth ensuing, and fully to be completed and ended, SUBJECT, NEVERTHELESS, to a determination or cession of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned. Yielding and paying yearly during the said term, unto the said party of the first part, the clear yearly rent or sum of Two hundred and twenty-five dollars, without any deduction whatsoever, payable yearly in advance on the First day of February in each year of the term, the first payment to be made on the First day of February, One thousand nine hundred and twenty-nine.

And the said parties of the second part do hereby for themselves, their heirs, executors and administrators, covenant with the said party of the first part, his successors and assigns, that they the said parties of the second part, their heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent on the days and times the same shall become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that they the said parties of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will they do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that they the said parties of the second part, their executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED,)
In the presence of)

W.S. Williams

As to the signature of the)
Deputy of the Superintendent)
General of Indian Affairs.)

Deputy of the Superintendent General
of Indian Affairs.

Charles Spry
Indian Agent
Vancouver, B.C.

CASCADE ROCK & GRAVEL CO. LTD.
Wm. Ellis
W. J. Tinlick, Sec-Treas.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED,)
In the presence of)
)
)
As to the signature of the)
Deputy of the Superintendent)
General of Indian Affairs.)
)
)
)

W.S. Williams

Deputy of the Superintendent General of Indian Affairs.

Indian Agent
Vancouver, B.C.

CASCADE ROCK & GRAVEL CO. LTD.
Pres.
Sec-Treas.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 11,167-3.

(Triplicate)

THIS INDENTURE, made this Sixteenth day of April, in the year of our Lord One thousand nine hundred and twenty-eight.

Between HIS MAJESTY KING GEORGE V, represented by the Superintendent General of Indian Affairs,

of the First Part;

And CASCADE ROCK AND GRAVEL COMPANY, LIMITED, of the City of Vancouver,

of the Second Part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the parties of the second part, their executors, administrators and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease, unto the said parties of the second part, their executors, administrators and assigns, All those parcels of land situate in the Seymour Creek Indian Reserve number Two on the north shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing together by admeasurement two acres and two-tenths of an acre, more or less, being composed of.- Lots numbers Two and Three in the industrial subdivision of the said Seymour Creek Indian Reserve number Two.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said parties of the second part, their executors, administrators and assigns, for, and during, and unto the full end and term of ten years to be computed from the Fifteenth day of April, One thousand nine hundred and twenty-eight (renewable for a similar term, rental therefor to be re-adjusted on

230.00

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

the basis of re-valuation of the land to be made at the expiration of the first period) and from thenceforth ensuing, and fully to be completed and ended, SUBJECT, NEVERTHELESS, to a determination or cession of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned, Yielding and paying yearly during the said term, unto the said party of the first part, the clear yearly rent or sum of Three hundred and thirty dollars, without any deduction whatsoever, payable yearly in advance on the Fifteenth day of April in each year of the term.

And the said parties of the second part do hereby for themselves, their heirs, executors, and administrators, covenant with the said party of the first part, his successors and assigns, that they the said parties of the second part, their heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent on the days and times the same shall become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises whether the same be rated or assessed on the land-lord or the tenant thereof; and also that they the said parties of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will they do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that they the said parties of the second part, their executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations, or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED, In the presence of

CASCADE ROCK & GRAVEL CO. LTD.

Man. Dir.

Sec'y-Treas.

As to the signature of the Deputy of the Superintendent General of Indian Affairs.

Deputy of the Superintendent General of Indian Affairs.

Deputy of the Superintendent General of Indian Affairs.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

INDIAN AFFAIRS
SEP 29 1930
RECORDS

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
September 25, 1930.

/509.

R

Your File 13167-50.

Sir,-

With further reference to your letter of the 11th of July last and correspondence in connection with the transfer of leases on Seymour Creek Reserve No.2 to the Seaboard Oil and Refining Co. Ltd., I beg to advise that the missing triplicate copies of leases 146, 147 and 197 have been found in the lawyer's office and are forwarded to you herewith.

The triplicate of Lease 128 was enclosed with my letter of yesterday's date.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

Enclosures:
Register.

B/HM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

Lease 128 - 11.1 acs - $250.00 due to 1.1/30
" 146 - 2.2 " - 165.00 " " 1.1/30
" 147 - 3.2 " - 275.00 " " 1.1/30
" 197 - 1.7 . -

19.0 acs.

Lett. 8 Jan. 30
all rentals
paid to 31 Dec. 29

Lease No 228 - replacing practically
all of these leases

18-1 acs.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

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CANADA

Seaboard Oil & Refining

128 – Cascade Rock & Gravel Co
$500. per an

146 – Cascade Rock & Gravel Co
$330. per an

147 – W. J. Lunlick
$520. per an

197 – Cascade Rock & Gravel Co.
($225. per an.

Seaboard Oil & Refining
Company, Limited.
from 1 July 1920

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

/674.

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
October 16, 1930.

Dear Sir:-

With reference to your letter of the 30th ultimo enclosing an application for a lease of certain portions of Seymour Creek Reserve No.2, I beg to advise that before any lease can be made out in your favour, the rentals now due must be received in Ottawa. These rentals are as follows:-

Folio 217. Vol II 1. Lease 158 - Andrew Paull property, Lot "A", March, June and September.....$300.00,

Folio 17. Vol III 2. Lease 197 - Austin Ananias property, Lot 1, from 1 Jan. to 1 July, 1930, ~~1/2 year~~ @ $225.00 per annum..... ~~112.50~~,

Folio 205. Vol II 3. Timlick Lease - Rent on Lots 6,7,8,9 and 10, 1 Jan. to 1 July, 1930, @ $650.00..... 325.00,

Folio 165. Vol II 4. Lease 128 - Cascade Rock and Gravel Co. from Jan.1 to July 1, 1930, 1/2 yr. @ $500.00 per annum.....(250.00,
15 Dec. 1929 10.54

Folio 204 Vol II 5. Lease 146 - Rent on Lots 2 and 3 from Jan.1 to July 1, 1930, 1/2 yr. @ $330.00 per annum..... 165.00

$1,152.50

In addition to the above, a cheque to cover the amount of gravel taken out since December 31, 1929, @ 6¢ per cubic yard with your sworn statement supporting it, is also requested as it is considerably overdue.

Your obedient servant,

(F.J.C.Ball).
Indian Agent.

B/HM.

Wm.Ellis Esq.,
C/o. Cascade Rock and Gravel Co.,
North Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

OCT 1930 RECORDS

/676.

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
October 16, 1930.

Your file 13167-50.

Lease 128.

Sir,-

I beg to acknowledge receipt of your letter of the 20th ultimo and with further reference to my reply of the 24th ultimo, enclose herewith copy of a letter which I have sent to Mr.Will Ellis in reply to his inquiry as to whether the Department would issue a lease to him covering that portion of Seymour Creek Reserve No.2 (Squamish)which the Cascade Rock and Gravel Company retains after transferring to the Seaboard Oil Co. certain parcels of land covered by their old lease.

The Department is doubtless aware of the continual procrastination of Mr.Ellis in his business dealings, and his failure to fulfil promises of payment, and I think the time has come when pressure should be brought to bear to force payment of the various moneys due from him.

According to the records in this office, rental on leases to the Cascade Rock and Gravel Co. covering various lots on Seymour Creek Reserve No.2 was paid to December 31st, 1929, and a cheque for $747.93 was forwarded with the Agent's rent return of December 31, 1930, Draft No.528, and as part of the land covered by the lease at $500.00 per annum has been transferred to the Seaboard Oil Co., this amount is not due for the whole of the current year but only to July 1st, 1930.

The Seaboard Oil Co. have paid rental from July 1st and the Cascade Rock and Gravel Co. is responsible only for payment for the period January 1st to July 1st on that portion taken over by the Oil Company.

All these duplicate and triplicate leases have been returned to you for cancellation, and under separate cover I have forwarded the Cascade Rock and Gravel Company's application for a new lease, consequently in writing Mr. Ellis as per letter attached, I was handicapped in not being able to refer to the leases. However, I believe the various items will be found correct if checked up with the documents in your possession, but if there is any discrepancy, I would appreciate particulars.

Enclosure:-

I have the honour to be,
Sir,
Your obedient servant,

B/HM.

F.J.C.Ball

(F.J.C.Ball).
Indian Agent.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

INTERIOR-DEPA... OC 2 ... FREE

Secretary
Indian Affairs

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver, B.C.,
September 23, 1930.

Commissioner of Indian Affairs,
Winch Building,
Vancouver, B. C.

Dear Sir;

Having assigned to the Seaboard Oil and Refining Company all of our right, title and interest to certain leases held by us on lands in Seymour Creek Indian Reserve Number Two (2) lying West and South of the Burrard Inlet Tunnel and Bridge Company Right-of-Way, that is to say: All and singular, those certain parcels or tracts of land, situate, lying and being in Seymour Creek Indian Reserve No. 2, New Westminster District, Province of British Columbia, and consisting of all of Blocks A,1, 2,3,4,5,6,7,8,10 and 11, as shown on plan of subdivision of the above Reserve, deposited in the Department of Indian Affairs at Ottawa, save and except a 2.79 acre portion of said Reserve, which may be more particularly described as follows:

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of said strip of land, the following bearings and distances; S 67° 40' E 279.1 feet; and S 64° 01' E.174 feet; thence S 7° 57' W.484.6 feet; thence S 82° 03' E. 163.01 feet; thence N 40° 31' 204.86 feet; thence N 11° 27' E.158.79 feet; more or less to the Southerly boundary of said strip of land; thence in a North Westerly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius 1362.7 feet, a distance of 322.6 feet, more or less to point of commencement, containing 2.79 acres as shown outlined in red on plan hereto attached.

In accordance herewith we request: first, that your Department confirm the assignment above referred to. Second: that our present lease, in so far as it relates to said lands, be cancelled and a new twenty-one year lease, renewable for an additional period of twenty-one years, be granted us on such terms and conditions as may be prescribed by the Crown; subject to the rentals provided for in our present lease, and with the lands retained by us shall be re-valued at the expiration of Eight (8) years and every ten (10) years thereafter for the purpose of determining the annual rentals.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

We further request that the leases on a parcel of land, hereinafter described, be cancelled and a new twenty-one (21) year lease be granted us on the same terms as the above.

The parcel is described as follows:

A Five and seven tenths (5.7) acres parcel in Seymour Creek Indian Reserve Number Two, lying on the Easterly Side of the Right-of-Way of the Burrard Inlet Tunnel and Bridge Company.

The two (2) new leases to be in favour of the "Cascade Rock and Gravel Company Limited."

We would request that a term be inserted in the Lease providing that the Department will not issue any other gravel leases on the bed of Seymour Creek. We base this request upon the Webb report made at the instance of your Department in connection with the Rosenberg application.

We would be very much obliged if the issuance of these Leases could be expedited, as we require same in connection with certain undertakings which we propose to enter into, at as early a date as possible.

CASCADE ROCK AND GRAVEL COMPANY LIMITED.

By_____
President.

Sec. Treas.

Witness;-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

/682.

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
October 17, 1936.

Sir:-

I beg to enclose herewith an application from the Cascade Rock and Gravel Company for a lease of those portions of their lease on Seymour Creek Reserve No.2 not covered by their transfer to the Seaboard Oil Co. To save describing these lots in this letter, I am enclosing plans showing the parcels referred to, and would ask that they be returned at your convenience. The two parcels are 2.79 acres and 5.7 acres respectively as outlined in red. A twenty-one year lease is asked for with re-valuation at the end of eight years and every ten years thereafter.

While I have not the former lease before me, I think a re-valuation under it was due in 1935 and instead of eight years, I consider it should be re-valuated in five years. Would it be necessary to submit this application to the Squamish Band, or would the original resolution recommending the former lease, be sufficient authority?

In the last paragraph but one the Company has asked for a concession which I think they should pay for. Under the old Rosenberg lease, Rosenberg was paying $100.00 a year for a lease of the gravel bar, but Ellis objected to the lease as affecting his own operations, and it was cancelled. Ellis bought out Rosenberg's interest in the lease. If Ellis wishes to lease this gravel-bar, it would be necessary to protect ourselves from claims in case of possible damage to adjacent property by his operations. This whole matter was dealt with by the Dominion Water Power Department in Mr.Webb's detailed report and is doubtless better known to the Department than to me. The Indians are losing $100.00 per annum by Mr.Ellis' objection to our leasing this gravel bar and I consider he should pay for it.

It appears to me that this is a good opportunity to collect rentals and royalties over due from Mr.Ellis, before issuing any new lease to his Company.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

1. Lease 158 - Andrew Paull property, Lot "A", March, June and September.....$300.00,

2. Lease 197 - Austin Ananias property, Lot 1, From 1 Feb. to 1 July, 1930, @$225.00.... 93.75,

3. Timlick Lease:147 - Rent on Lots 6,7,8,9 and 10, 1 Jan. to 1 July, 1930 @$520.00..... 260.00,

4. Lease 128 - Cascade Rock and Gravel Co. from 15 Dec. 1929 to July 1, 1930 $500.00 per annum..... 270.84

5. Lease 146 - Rent on Lots 2 and 3 from Jan. 1 to July 1, 1930, 1/2 yr. @ $330.00 per annum..... 165.00

$1,089.59

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1. Lease 158 - Andrew Paull property, Lot "A",
March, June and September.....$300.00,

2. Lease 197 - Austin Ananias property, Lot 1,
From 1 Feb. to 1 July, 1930, @$225.00.... 93.75,

3. Timlick
Lease:147 - Rent on Lots 6,7,8,9 and 10, 1 Jan.
to 1 July, 1930 @$520.00..... 260.00,

4. Lease 128 - Cascade Rock and Gravel Co. from
15 Dec. 1929 to July 1, 1930
$500.00 per annum..... 270.84

5. Lease 146 - Rent on Lots 2 and 3 from Jan. 1 to
July 1, 1930, 1/2 yr. @ $330.00 per
annum..... 165.00

$1,089.59

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11.9 acs
Leases 128
Complete
for leasing
indefinitely

5.4
Leases 147
& 128
Complete for leasing
indefinitely

Lot 1 does not appear
to have been surrendered

It was

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1087 Covers Surrender 9

~~646~~ Lot 1

d

12517

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

/708

R

Vancouver Indian Agency,
Vancouver, B.C.
819 Metropolitan Bldg.,
Oct. 23, 1930.

Sir:

I beg to refer to my letter of the 17th inst., No. 682 enclosing an application from the Cascade Rock and Gravel Co. for a lease on a portion of Seymour Creek Reserve Squamish No. 2.

In the application, as in the original lease to the Company, no mention is made as to what date or dates the Company should pay the royalty of 6¢ per cubic yard. This has left it rather ambiguous and when I make a request to the Company for a cheque, they state the auditors have not made a sworn statement and they remit on account whatever amount they see fit to pay. In any further agreement or lease, I suggest that a clause be inserted that the Company pay the royalty on the 30th of June and 31st of December in each year.

With reference to the third paragraph of my letter, Mr Ellis who called to-day to discuss his application, said he would be willing to pay $100 per annum for a clause in the lease stating that the Department agreed not to lease the gravel bar to any person during the term of his lease. If this could also be incorporated in the lease , it would be a satisfactory adjustment to all concerned.

I have the honour to be,
Sir,
Your obedient servant,

The Secretary,
Department of Indian Affairs,
Ottawa.

Fred J.C. Ball

(F.J.C.Ball)
Indian Agent

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50A.

Ottawa, November 3rd, 1930.

Sir,-

I beg to acknowledge the receipt of your letter of the 16th ultimo, with enclosure, relative to the application of Mr. Will Ellis to lease lands not included in transfer from Cascade Rock and Gravel Company to Seaboard Oil & Refining Co., Ltd., in connection with which I would say that before consideration is given to leasing any of the lands in question all arrears of rental to First of July last must be paid.

I enclose a statement showing amounts due under the various leases, compiled from official records, which varies slightly, in some instances, from that submitted by you,- the rental called for by Lease No. 147 is $520.00 per annum (not $650.00) while under Lease No. 197 rental has been paid to 1st February last and under Lease No. 128 payment has been made to the 15th December, 1929, making a total of $1089.59 due, as against $1152.00 shown by your statement.

Kindly report if the foregoing is in accordance with the books of your office.

Replying to your letter of the 17th ultimo, relative to the desire of Cascade Rock & Gravel Company to lease two parcels of land containing 2.79 and 5.7 acres, I would say that, as indicated in the case of Mr. Ellis' application, all arrears must be paid to the 1st July last before considering the question of issue of lease in accordance with this application.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

In the event of issue of lease including the gravel bar, the Department would, of course, expect the Lessees to pay an additional sum of $100.00 per annum, this being the amount agreed upon at the time of Mr. Rosenberg's application.

After settlement of all arrears, the question of releasing the lands applied for by Mr. Ellis and Cascade Rock and Gravel Company will be considered.

Your obedient servant,

J. C. Caldwell
Director, Indian Lands and Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

In the event of issue of lease including the gravel bar, the Department would, of course, expect the Lessees to pay an additional sum of $100.00 per annum, this being the amount agreed upon at the time of Mr. Rosenberg's application.

After settlement of all arrears, the question of releasing the lands applied for by Mr. Ellis and Cascade Rock and Gravel Company will be considered.

Your obedient servant,

J. C. Caldwell
Director, Indian Lands and Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFF.
DEC 18 1930
RECORDS

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
December 13, 1930.

1999.

R

Your File 13167-50A.

Dear Sir:-

With further reference to your letter of the 3rd ultimo regarding the Cascade Rock and Gravel Co., there is a dispute between the Company and the Seaboard Oil Company as to responsibility for payment of rentals of land transferred to the latter Company by the former. The Seaboard Oil Co. paid under protest and their protest was allowed and the rent paid by them is dated from July 1, 1930, to July 1, 1931. This leaves the Cascade Co. and W.J.Timlick responsible for rentals from January 1st to July 1st, and they are endeavouring to come to some agreement as it is realized that one of the two companies is responsible. Regarding Lease 128 there is no dispute and the Cascade Co. has paid $250.00 for the half year which amount will be forwarded with my next rental return. I will report further as the matter is adjusted and have advised the Cascade Company that you will not issue a new lease to them until all arrears have been paid. They are closing down operations to-day until next March on account of the only bridge between North Vancouver and Vancouver having been destroyed several months ago, practically ruining their business for the time being.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50A

Ottawa, May 11, 1931.

Sir,-

Referring to our telephone conversation of this afternoon, I send you herewith draft copy of lease between your Department and the Seaboard Oil and Refining Company, Limited, of Vancouver, and to which reference is made in letter dated January 16, 1930, from Mr. Hawken, Acting Deputy Minister.

Encl.

Your obedient servant,

J. C. Caldwell,
Director, Indian Lands & Timber.

J. A. Breen, Esq.,
Office Inspector of Harbour Commissions,
Room 468,
Hunter Building,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PHONE DOUGLAS 2260

13167-50

CITY OFFICE
110 Water Street

SEABOARD OIL AND REFINING COMPANY LIMITED

(INCORPORATED UNDER THE LAWS OF THE DOMINION OF CANADA)

MARKETERS AND REFINERS
OF PETROLEUM PRODUCTS

VANCOUVER, B. C.

DEPT. OF INDIAN AFFAIRS
MAY 11 1931
RECORDS

Mr Scammell

May 6, 1931.

Honourable Doctor D. C. Scott,
Department of Indian Affairs,
Ottawa, Ontario.

Dear Doctor Scott:

You will recall the Seaboard Oil and Refining Company Limited entered into a lease for a portion of Seymour Creek Indian Reserve number two Vancouver, July 1st last. This company also arranged for a lease on the foreshore through the Vancouver Harbour Commissioners, and paid the year's rental in advance. Prior to and immediately following the payment of these rentals we were assured by the Dominion Government officials and the Vancouver Harbour Commissioners of 30 feet of water at the harbour headline, and that the necessary dredging would be done forthwith to provide us with this depth.

Months ago Mr. McClay, Chairman of the Harbour Commissioners here requested us to hold our work in abeyance pending the outcome of the Royal Commission appointed for the purpose of reporting on the Second Narrows bridge, and we complied with his request. Construction of our plant, as a consequence, has been delayed now for almost a year without making any evident progress towards securing the water necessary for ships to dock at our property.

The rental period is fast approaching and we feel that either the Harbour Commissioners or the Department of Public Works should be held responsible for at least our rentals covering both lands and foreshore. We would greatly appreciate your co-operation to the end that we may secure some immediate action on the part of the Department of Public Works, and an adjustment of the rentals we have paid as applied to the last twelve months.

Yours very truly,

SEABOARD OIL AND REFINING CO.LTD.,

D B Boyd

D. B. Boyd,
President.

DBB:ER

Quotations furnished on fuel oil for cargo shipments or bunkering requirements at Canadian or United States Pacific Ports. Address all communications to the Company only, Standard Bank Bldg., or P. O. Box 1119, Vancouver, B. C. Cable address: "SOARC." All codes.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

May 12, 1931.

Dear Sirs,-

I have read with interest your letter of the 6th instant in which you call attention to the present unsatisfactory situation with respect to your lease from this Department of a portion of the Seymour Creek Indian Reserve No. 2, by reason of delay in development on the part of the Vancouver Harbour Commission.

I can quite appreciate your concern in the matter and should be very glad to offer you any possible assistance were it not for the fact that it would scarcely be within the province of this Department to make any representations to either the Harbour Commission or the Department of Public Works, as we are only interested in the actual relationship existing between your Company and this Department as represented in the terms and conditions of the lease recently entered into. Acting in the interests of the Indian owners it is of course necessary for us to insist upon the fulfilment of the terms and conditions of the lease, and this fact in itself should prove an effective means of bringing the matter to a conclusion with the officials of the Harbour Commission.

I sincerely hope that the situation may adjust itself very soon.

Yours very truly,

A. S. Williams
Acting

Seaboard Oil and Refining Company, Limited,
110 Water Street,
Vancouver, B.C.

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Form 6102, replacing Form 2A-T.W.

CLASS OF SERVICE DESIRED

Day Message	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

CANADIAN NATIONAL TELEGRAPHS

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RECEIVER'S NO.	TIME FILED	CHECK
		File No. ?

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, July 28, 1931.

DAY MESSAGE.

D. B. Boyd,
980 Pacific Electric Building,
Los Angeles, California.

Replying your telegram twenty-seventh Department will grant Seymour Oil and Refining Company ninety days extension for payment rental as requested

Duncan C. Scott

Charge D. I.A.

FORM 6124

CLASS OF SERVICE SYMBOL

Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

RA355 52 DL LOSANGELES CALIF 27 1036A STANDARD TIME 1931 JUL 27 PM 2 40

DR SCOTT

DEPT OF INDIAN AFFAIRS OTTAWA ONT

IN VIEW OF CIRCUMSTANCES CAUSED BY DELAY OF PUBLIC WORKS DEPARTMENT IN DREDGING OR PERMITTING US TO DREDGE BEYOND HARBOR HEADLINE SEYMOUR RESERVE NUMBER TWO VANCOUVER WILL YOU GRANT NINETY DAYS EXTENSION FOR PAYMENT THIS YEAR SEABOARD OIL AND REFINING COMPANY RENTAL STOP PLEASE ADVISE ME A NINE EIGHTY PACIFIC ELECTRIC BUILDING

D B BOYD.

JUL 28 1931

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 621.

Duplicate for Department.

$ 718.97 Canadian Bank of Commerce

Vancouver, B.C., July 31 1932

Received from F.J.C.Ball, Indian Agent in trust,

on account of Gravel royalties, Squamish Band.

the sum of Seven Hundred and Eighteen Dollars and Ninety-seven Cents.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. 54

Pro. Manager.

19 July 32
$718.97

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-5-0

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

819 Metropolitan Bldg.,
Vancouver, B.C.,
August 1, 1931.

/2524.

Sir:-

I beg to enclose herewith draft No.621 for $718.97 collected from the Cascade Rock and Gravel Co. as part payment on gravel royalties from Seymour Creek Squamish No. 2 Reserve.

I have already reported upon the difficulties of the various lessees of Indian lands on the north shore of Burrard Inlet since the bridge was destroyed, and can only watch for opportunities of collecting rentals and royalties as they occur. In the present case I ascertained that the Cascade Rock and Gravel Co. had secured a contract with a ship-yard company for a fill on the north shore and insisted upon payment of at least part of the company's indebtedness. In addition to the enclosed draft, they handed me two post-dated cheques for $700.00 payable August 10th and September 10th. When these cheques are honoured I will report in detail, and submit an application for a new lease for the Company, also a sworn statement of gravel taken from the Reserve, which the Company is unable to furnish at the present time.

I have the honour to be,
Sir,
Your obedient servant,

Enclosure:-

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50A.

October 27th, 1931.

Sir,- Re Leases Nos. 128 & 146.
Lands on Seymour Creek Indian Reserve No. 2.

I beg to call your attention to the fact that under these leases there is due by the Cascade Rock and Gravel Company, Limited, a total of $1,510.41--under Lease No. 128 the sum of $1,000, being rental from the 15th of September, 1930 to 15th September, 1932, and under Lease No. 146 the sum of $510.41, being balance of $180.41 for the year ended the 15th September last, and $330.00 for the current year.

In connection with this matter I may say that of the $350.00 covered by your rent return for the first half of October, the sum of $104.16 was applied on Lease No. 128, and $245.84 on Lease No. 146.

As you are aware, it is essential that, in the interest of the Indians owning these lands, the moneys due should be to the credit of Band funds and so be available, in consequence of which you will be good enough to demand an immediate settlement, advising the Lessees that, otherwise, the Department will be forced to place the matter in the hands of the Department of Justice for collection.

Your obedient servant,

T. R. L. MacInnes,
Acting Secretary.

F. J. C. Ball, Esq.,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Squamish Mission No.I.Reserve.
North Vancouver, B.C. Oct-30-1931.

Dr. Duncan C. Scott;
Deputy Supt. General of Indian Affairs,
Ottawa, Ont.

Dear Dr. Scott;

Re Seaboard Oil Lease, Seymour No.2.

Needless for me to dwell upon the history of this lease which is well known to you, except to say that the extention which you had granted to this company for payment of monies due for lease has now expired including thirty days grace, and it will soon be necesary to call upon the funds of the Squamish Indians for annual distribution of interest, I would appreciate, any action on your part to bring about the collection by the Department of about $3,600 due from the Seaboard Oil Co;

I have not had time to enquire into the financial abilities of this company, but believe, that action from you will result in the payment of this amount.

Thanking you for your past interest in matters effecting the Squamish Indians and thanking you in advance I am Sir

Respectfully Yours

Andrew Paull

Andrew Paull
Secretary
Squamish Indian Council.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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North Vancouver,B.C.Oct-30-1931.

Dr. Duncan C. Scott;
Deputy Supt. General of Indian Affairs,
Ottawa,Ont.

Dear Dr. Scott;

Re Seaboard Oil Lease, Seymour No.2.

Needless for me to dwell upon the history of this lease which is well known to you, except to say that the extention which you had granted to this company for payment of monies due for lease has now expired including thirty days grace, and it will soon be necesary to call upon the funds of the Squamish Indians for annual distribution of interest, I would appreciate, any action on your part to bring about the collection by the Department of about $3,600 due from the Seaboard Oil Co;

I have not had time to enquire into the financial abilities of this company, but believe, that action from you will result in the payment of this amount.

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Respectfully Yours

Andrew Paull

Andrew Paull
Secretary
Squamish Indian Council.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

7.13167 50

7th Nov. 1931

Memo to Mr. Caldwell.

Lease No 225. Seaboard Oil and Refining Co. Ltd.

18.1 acs. on Seymour Creek Res No 2

$3321.00 Due 1st July 1931

(unpaid.)

J.H.G.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form 6107, replacing Form T.W. 2

NIGHT LETTER

CANADIAN NATIONAL TELEGRAPHS

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Cable Service to all the World

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HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

RECEIVER'S NO.	TIME FILED	CHECK
		File 13167-50A.

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

Ottawa, November 10,1931.

F. J. C. Ball
Indian Agent
819 Metropolitan Building
Vancouver
British Columbia

Ninety day extension granted Seaboard Oil and Refining Company for payment rental due first July last has expired but payment not yet made Stop Rental overdue and unpaid Thirty three hundred and twenty one dollars Make demand upon Company for immediate payment as money urgently required for Squamish Band Report at once by telegram

DUNCAN C. SCOTT

Charge D. I. A.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

FORM 6124

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

STANDARD TIME

RA231 45 COLLECT NL

NOV 11 PM 9 20

VANCOUVER BC 11

1216

DUNCAN C SCOTT

DEPUTY SUPT GENERAL OF INDIAN AFFAIRS OTTAWA ONT

REFERENCE YOUR WIRE SEABOARD OIL RENTAL SECRETARY ADVISES ME THAT COMPANYS PRESIDENT HAS BEEN IN SANFRANCISCO ALL SUMMER BUT EXPECTED BACK 17TH INSTANT STOP SECRETARY SAYS COMPANY COMMENCING CONSTRUCTION THIS MONTH AND RENT WILL BE PAID IMMEDIATELY THE PRESIDENT RETURNS TO VANCOUVER

F J C BALL.

DEPT. OF INDIAN AFFAIRS NOV 12

Mr Caswell

Confirmed

FORM 6124

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-50.

Ottawa, November 12, 1931.

Dear Mr. Paull.-

I have received your letter of the 30th ultimo, in which you refer to the situation with respect to the Seaboard Oil lease on the Seymour Creek Indian Reserve No. 2. I have just had a report from Agent Ball to the effect that the President of the Company will return to Vancouver on the 17th instant, and that payment of the rental now overdue will be made immediately thereafter. For your information I may say that the total amount of rental now due and payable is $3,321. I shall keep this matter before me, and can assure you that collection of these arrears will be made at the earliest possible moment.

Yours very truly,

DCS

Andrew Paull, Esq.,
Secretary,
Squamish Indian Council,
SQuamish Mission Reserve,
North Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-50A.

Form 6107, replacing Form T.W. 2

NIGHT LETTER

CANADIAN NATIONAL TELEGRAPHS

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Money Transferred by Telegraph

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, GENERAL MANAGER

RECEIVER'S NO.	TIME FILED	CHECK

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

Ottawa, November 17, 1931.

D. B. Boyd,
980 Pacific Electric Building,
Los Angeles, Calif.

Your telegram fourteenth received, reference Seaboard Oil Company rentals Seymour Creek Indian Reserve Stop Department disappointed at repeated requests for extension of time to make these payments, and Squamish band greatly dissatisfied Stop Further extension to December fifteenth next granted on distinct understanding full payment of arrears made on that date otherwise Department of Justice will be requested to begin immediate collection proceedings.

Duncan C. Scott.

(Charge D.I.A.)

13167-50

FORM 6124

C.N.T. 6296 12-28

ORIGINAL OF N... Telegram

Night Letter

If none of the ... appears after ... of words) this ... Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT. W. G. BARBER, General Manager

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RA330 50 NL STANDARD TIME NOV 14 PM 5 17

LOSANGELES CALIF 14

DR SCOTT

DEPARTMENT OF INDIANAFFAIRS OTTAWA ONT

REGARDING SEABOARD RENTALS VANCOUVER STOP DELAYED HERE PENDING COMPLETION OUR REFINERY PLANS AND WILL NOT REACH HOME BEFORE END OF MONTH STOP IMPOSSIBLE TO ARRANGE RENTALS UNTIL MY RETURN STOP WILL YOU THEREFORE GRANT FURTHER EXTENSION TO DECEMBER FIFTEENTH STOP WIRE ANSWER COLLECT TO NINTH FLOOR PACIFIC ELECTRIC BUILDING HERD

D B BOYD.

Defined

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

FORM T. D. 1 X

TELEGRAM

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD

(Printed in Canada)

J. McMILLAN, General Manager of Telegraphs, Montreal.

77 RA J 40 COLLECT NL STANDARD TIME

VANCOUVER BC DEC 27-31

322

DUNCAN C SCOTT

DEPUTY SUPT GENERAL OF INDIAN AFFAIRS OTTAWA

MR BOYD OF THE SEABOARD OIL COMPANY HAS NOW NOTIFIED ME THAT THE COMPANY CANNOT PAY THE RENTAL DUE LAST JUNE AND CAN GIVE NO INFORMATION AS TO FUTURE PLANS OF THE COMPANY REGARDING THE LAND LEASED BY THEM.

F J R HALL

8 14PM

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

29. XII. 1931

Mr. Caldwell -

Lease 228: Seaboard Oil & Refining Co. Ltd.

18.1 acs. on Seymour Creek Lk No 2

21 yrs. from 1st July 1930 (Renewable)

$332 1/2 per annum for 1st 8 years

- payable yearly in advance

(after which a revaluation for adjustment of rental & a similar revaluation at the expiration of each subsequent ten year period.)

Paid to 1 July 1931 -

H.P.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13,167-50A.

Department of Indian Affairs

Canada

Lands and Timber Branch

Memo.

Ottawa, December 29, 1931.

Deputy Superintendent General,-

In telegram hereunder, just received from Agent Ball, Vancouver, you will note that the Seaboard Oil Company, the lessee of a portion of the Seymour Creek Indian Reserve No. 2, has failed to make payment of overdue rental in the amount of $3,321.00, which became due and payable on the 1st of July last. Further, Agent Ball's telegram indicates that no information is available as to when, if at all, the Company will pay these arrears.

You will recall that in response to the two or three requests received from the President of this Company, Mr. D. B. Boyd, the Department granted several extensions on the distinct understanding, however, that the rental would be paid in sufficient time to enable the Department to make distribution to the Squamish Indians before Christmas. As a result of the failure of the Company to deal fairly and honestly with the Department, we are placed in the position of disappointing the Squamish Band, and I would recommend that action be taken at once and in the Courts if necessary, for the purpose of ascertaining at once whether collection can be made of the arrears so long overdue.

Director.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

#13167-50A

Ottawa, 4th January, 1932.

Dear Sir,

I beg to enclose departmental lease No.228 from the Superintendent General of Indian Affairs to the Seaboard Oil and Refining Company, Ltd., of Vancouver, dated the 20th day of June, 1930. You will observe that the rental for the first eight years is $3321.00 payable yearly in advance on the 1st July in each year. The rental due on the 1st July, 1931, is still in arrears. Our Agent has advised us that the Company is unable to give any information as to further plans of the Company and it is advisable that every effort should be made to collect the said rental in arrears.

enc. It is desired that you place this matter in the hands of your Agent to make a formal demand upon the Company for the amount of this claim and to ascertain and report as to what prospects there are of realizing on this claim before taking any proceedings. Your Agent might confer with Mr. F.J.C.Ball, Indian Agent, 819 Metropolitan Building, Vancouver, B.C.

Yours truly,

A.S.W.

C.S. Williams

The Deputy Minister of Justice,
Ottawa.

Assistant Deputy Superintendent General.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EM/EV

13167-50

File

PLEASE ADDRESS
THE DEPUTY MINISTER OF JUSTICE
OTTAWA

R.

RECEIVED

OTTAWA 7th January 1926

EX'D.

A 2915
Your reference #13167-50A

Sir:

I have the honour to acknowledge the receipt of your letter of 4th instant and to say that I am communicating with the Company and for the moment endeavouring to ascertain, through sources other than a specially appointed legal agent, the prospects of realizing, should proceedings appear necessary.

I have the honour to be,

Sir,

Your obedient servant,

J. O'Meara Biss

for Deputy Minister of Justice.

The Assistant Deputy Superintendent General,
DEPARTMENT OF INDIAN AFFAIRS,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PHONE DOUGLAS 2260

CITY OFFICE:
110 WATER STREET

SEABOARD OIL AND REFINING COMPANY LIMITED

(INCORPORATED UNDER THE LAWS OF THE DOMINION OF CANADA)

MARKETERS AND REFINERS
OF PETROLEUM PRODUCTS

VANCOUVER, B. C.

DEPARTMENT OF JUSTICE
JAN 18 1932
CANADA

January 12, 1932.

Deputy Minister of Justice
Ottawa, Ontario.

Dear Sir:

Acknowledging your letter of January 7, File 2915, just received, in reference to past due rentals on Indian Lands, Seymour Reserve. We have spent many thousands of dollars improving this property but at present find ourselves unable to pay the rentals in question. We have reason to believe that finances will be available during the coming month to pay these rentals if the matter is allowed to stand in the meantime but if court proceedings are commenced it will be impossible for this company to survive.

Only during the past week have we been able to arrange for the placing of our first securities and this is conditional on our ability to secure certain contracts for our future products. It is my opinion that these matters can be arranged shortly if we are granted a reasonable length of time by your department to work out our programme.

Personally I cannot see how the position of the department can be improved by the commencing of suit. The company will be compelled to liquidate and the lands will revert to the Indians with no chance at present to lease to other parties. If other tenants are available we are willing to release the lands and take our loss, and in this way save red tape and unfavorable publicity in the hope of eventually saving something from what otherwise must be the wreck of this corporation. May we suggest that a further extension of sixty days be granted for the payment of the rentals in question before further action is taken by your department.

If the above request is granted we will continue our efforts to work the company out of its present financial difficulties, and at this time assure you we feel confident of our ability to perform.

Yours very truly,

Seaboard Oil & Refining Co.

President.

(Copy Airmail and regular.

Quotations furnished on fuel oil for cargo shipments or bunkering requirements at Canadian or United States Pacific Ports. Address all communications to the Company only, Standard Bank Bldg., or P. O. Box 1119, Vancouver, B. C. Cable address: "SOARO." All codes.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

EM/MG.

JAN 19 1932

PLEASE ADDRESS
THE DEPUTY MINISTER OF JUSTICE
OTTAWA

Mr Williams

OTTAWA 18th January, 1932.

Sir,-

A.2915
Re: Claim against Seaboard Oil & Refining Co.,Ltd.
for arrears of rental.
Your reference No. 13167-50 A.

Further to my letter of January 7th, I have the honour to hand you herewith copy of communication just received from the debtors and would be glad of instructions relative to postponement of proceedings. There is nothing on file of this department to suggest that the extension should not be granted.

I have the honour to be,

Sir,

Your obedient servant,

"Encl."

J. Phillips Bell

for
Deputy Minister of Justice.

The Deputy Superintendent General,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

Minister's Office

MEMORANDUM

January 19.32

DR. SCOTT:

The attached telegram, reading as follows:

"Vancouver Jany 19.32
"Hon.T.G.Murphy
"re Seaboard Oil and Refining Company lease on Seymour Indian Reserve, North Vancouver stop Please instruct Justice Department to withhold suit until I can go into matter with you upon my arrival in Ottawa early next month stop Important stop Please advise by wire if my request can be granted
A.M.Harper."

Will you kindly reply to Mr. Harper and send copy to this office- for the Minister's information.

Ze.

F.Clapp
for Private Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

Form 6192, replacing Form 2A-T.W.

CLASS OF SERVICE DESIRED

Day Message

Day Letter

Night Message

Night Letter

Patrons should mark opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

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W. G. BARBER, GENERAL MANAGER

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Send the following message, subject to the terms on back hereof, which are hereby agreed to

Department of Indian Affairs,
Ottawa, 19th January, 1932.

A.M.Harper,
Vancouver,
B.C.

Reference your wire to Honourable T.G.Murphy Seaboard Lease Seymour Reserve, Department of Justice being requested defer suit pending your arrival in Ottawa early next month.

a.s.w.

DCS

Duncan C.Scott

chg. D.I.A.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

Mr. Blackstone

January 19, 1932.

Memorandum:

Miss Clapp

With reference to your memorandum of January 19th with attached telegram to Honourable Mr. Murphy from Mr. A. M. Harper of Vancouver, I return the telegram herewith and a copy of my reply thereto for the Minister's information.

D.C. Scott

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

Mr Caswell to reply

Ottawa, 20th January, 1932.

Dear Sir,

Your File No.A.2915
Re: Claim against Seaboard Oil and Refining Co., Ltd.

I beg to acknowledge the receipt of your letter of the 19th instant, enclosing letter from the President of the Seaboard Oil and Refining Company asking for an extension of time for the payment of the arrears of rental. I may say that the Superintendent General received a telegram from A.M.Harper, Esq., asking that no proceedings be taken until he had an opportunity of going into the matter on his arrival in Ottawa next month.

In reply I beg to say that we are sympathetic with this application and request that no further action be taken until further advised.

I am enclosing a copy of our reply to Mr. Harper.

Yours truly,

A.S.W.

A.S. Williams

Assistant Deputy Superintendent General.

The Deputy Minister of Justice,
Ottawa.

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

EM/MG.

PLEASE ADDRESS
THE DEPUTY MINISTER OF JUSTICE
OTTAWA

OTTAWA 22nd January, 1932.

Sir,-

A.2915
Re: Claim against Seaboard Oil & Refining Co., Ltd. for arrears of rental.
Your reference No. 13167-50 A.

I have the honour to acknowledge receipt of your letter of January 20th, which has been duly noted.

I have the honour to be,

Sir,

Your obedient servant,

J. Philip Bell

for
Deputy Minister of Justice.

The Deputy Superintendent General,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

SEABOARD OIL AND REFINING COMPANY LIMITED.

Vancouver, B. C., January 20, 1932.

Mr. A. M. Harper,
C/o Harper & Sargent,
539--West Pender St.,
Vancouver, B. C.

Dear Mr. Harper:

Confirming our conversation of yesterday re leases held by Seaboard Oil and Refining Company, Limited on certain lands in Seymour Creek Indian Reserve No. 2, located on the North shore of Burrard Inlet just west of the Second Narrows bridge.

The lease in question was executed as of the 1st day of July, 1929, and our advance rentals for twelve months were paid at that time in the amount of $3,321.00. As of the same date we obtained a lease on a portion of the foreshore from the Vancouver Harbor Board and our rentals on this property in the amount of $518.37 were also paid for the twelve months ending 30th June, 1931. The leases provide that these rentals be paid in advance and as a consequence Seaboard Oil and Refining Company's rentals are now in arrears.

As stated to you we were advised that if the rentals were not paid by the 19th day of this month the matter would be handed to the Department of Justice for collection. As a result of your request to Ottawa, we understand action by the Department of Indian Affairs has been allowed to stand in abeyance pending your visit to the Capital. We take this opportunity of expressing our sincere appreciation of the interest you have taken in this matter on our behalf, and trust that you will also extend our appreciation to your friends at the Capital.

My close personal friends and myself during the past three years have spent in excess of $92,000.00 in our efforts to build an industry for British Columbia that would reflect credit not only on those responsible but also on the people of this province. This would be one of the few industries that would bring 100% of its raw material from the United States and manufacture finished petroleum products within the boundaries of British Columbia, which naturally would take the place of like products now being imported from across the border. It would

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PUBLIC ARCHIVES
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CANADA

also be possible for us to ship back to the American side a substantial part of the gasoline made here in competition with gasoline now sold in Washington but manufactured in California.

Owing to general financial conditions our organization has met with many difficulties that were not anticipated when we incorporated the Seaboard Company on June 15th, 1929. At various times in the past two years we have had every reason to believe our entire program was on the eve of being consummated, only to find that some drastic world change had occurred over night, with the result that we were compelled to remodel our plans to meet the new conditions. As an example of this fact our engineers and financial representatives were in Vancouver early in November, and had left Los Angeles for the purpose of awarding construction contracts including wharfs and dredging upon their arrival in Vancouver. By the time they reached Vancouver Canadian exchange had dropped by 23%, and as a result my associates decided that our construction program would have to await an improvement in exchange rates. They pointed out that while we could pay approximately 10% exchange on Canadian currency to pay for crude oil purchase, yet it was a physical impossibility for us to operate on a 25% exchange charge.

Exchange conditions today are improving and I feel confident that the near future will justify my associates in proceding with construction providing the question of our rentals can be left in abeyance for a reasonable length of time. With this in mind I trust the Department will see fit to grant an extension for the payment of rentals until the 30th of May, on the assurance that if it is possible for us to meet this obligation at an earlier date we will do so. If granted this extension, I personally, have every confidence of the Company's ability to perform.

May I point out that our leases provide for an extremely high rental, and when added to the rentals paid the Harbor Board and taxes to the District of North Vancouver the total amount per annum is a little in excess of $5,000.00. With such an overhead established it would be almost impossible for any other industry to meet these fixed charges, and, in my opinion, it would be a physical impossibility for the Department of Indian Affairs to lease these lands at the present time to other parties. In view of this fact I trust our request may meet with the approval of the Ottawa authorities.

Again thanking you and your friends for the kind co-operation so freely extended on behalf of Seaboard Oil and Refining Company, Limited, I remain,

Sincerely yours,
(signed) D. B. Boyd.

DBB:ER.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

February 6th, 1932.

Dear Mr. Harper,-

Pursuant to agreement as the result of our conversation of yesterday, I wish to inform you that the Department will grant the Seaboard Oil and Refining Company Limited, of Vancouver, a further extension, terminating on the 30th of May next, within which to make payment of all arrears of rental now owing in connection with their lease of certain lands in the Seymour Creek Indian Reserve No. 2.

As I explained to you when talking this matter over, these lessees have already been granted several extensions and it is essential, in the interest of the Indian owners of this Reserve, that collection of these arrears should be made as soon as possible. I should like you to advise Mr. Boyd, the President of the Seaboard Oil and Refining Company Limited, and on whose behalf you took the matter up with the Department, that this is positively the last extension that will be granted, and if the arrears owing are not paid on or before May 30th next, the Department will find it necessary to take more definite action in the matter.

Mr. Boyd's letter to you of the 20th ultimo, which you left with me yesterday, is returned herewith.

Yours very truly,

Enclosure.

A. M. Harper, Esq.,
C/o Chateau Laurier,
O T T A W A.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

Poor Copy

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
FEB 29 1932

OFFICE OF
INDIAN AGENT

822 Metropolitan Bldg.,
Vancouver, B.C.,
February 23, 1932.

/3768.

Leases

Your File 13167-50A.

Re Cascade Rock and Gravel Co. and Will Ellis Leases.

Sir:-

I beg to refer to your letter of 3rd November, 1930, and statement enclosed showing rentals due on Squamish No.2 Reserve by the above parties.

Although there is a mass of correspondence on the files covering these leases since the Seaboard Oil Co. leased part of the land, the whole matter is so confused that I regret to admit that I can not get it straightened out amd must ask for further assistance. I have now collected another $700.00 and have a promise of a further $350.00 by March 1st which Ellis says cleans up all back rentals except $300.00 due on the gravel bar known as the Rosenberg lease and $1,400.00 on Lease 158 (which he says belongs to him personally and not to the Cascade Rock and Gravel Co), also gravel royalties since July 5, 1930, which he promises to pay after the books are andited March 1st. More confusion is caused because Ellis has made a number of payments "on account" and is not overtaking his indebtedness and he has been advised that no new lease will be issued to him until all overdue rentals are paid up, so he is actually operating now without a lease.

On Lease 128 there will be a reduction of acreage in any new lease from 11.9 to 3.41 acres at $500.00 per aumnum on account of the Seaboard Oil Company. This Company is now apparently defunct and last July 1st owed $3,321.00 which is uncollectible.

Your letter of October 27, 1931, gave a figure of $1,510.41 due at that time on Leases 128 and 146. As Ellis has now paid $700.00 it would appear that he now owes as follows:-

On Lease 128	-	$300.00 to Sept.15, 1932,
" " 146	-	510.41 to Sept.15, 1932,
On gravel bar (Rosenberg lease)		300.00 to Sept.15, 1932,
On Lot "A", Lease 158,		1,400.00 to Mar.1st, 1932
		$2,510.41

Vol. 152 Vol. 1

The Secretary,
Dept.of Indian Affairs,
O t t a w a.

If.....

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

If this is correct, I would appreciate receiving your approval so that I can present it to Mr.Ellis.

It will be remembered that these leases were made during the period Mr.C.C.Perry was agent, and the Seaboard Oil Co.application was dealt with while Mr.Daunt was acting as agent. The triplicate copies of leases were all returned to Ottawa and it is now almost impossible for me to ascertain the exact position of these various changes in the leases. Mr. Ellis requires continual following up to collect anything from him although he is selling some gravel and should pay. I may add as an instance of this that the $700.00 cheque just paid, he gave to me in August, 1931, but there have been no funds until now to take care of it.

If the above figures are not correct, will you please send me a complete statement of each lease to date?

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 9 1932

/3855.

822 Metropolitan Bldg.,
Vancouver, B.C.,
March 4, 1932.

Pages
Mr Caldwell

Sir:-

I beg to advise that rental in the sum of $3,321.00 was due from the Seaboard Oil Co. on 1st July, 1931, under Lease 228. The President, Mr.Boyd, has been in direct communication with the Department in this matter. He now advises me that the Company is insolvent and is unable to pay the rental, the reason given is that crude oil can not be purchased in United States currency and the refined gasoline sold at a profit in Canadian currency at the present rate of exchange.

I telephoned Mr.Boyd this morning and he advises me that he has received from the Department an extension to May 31, 1932. If this is correct, may I be advised by you please?

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

Lease No. 158, Will Ellis.

Land in Seymour Creek Ind. Res. being that portion lying between Seymour Ave. & the westerly boundary of the sub-division blocks 28, 29, 30 & 31, D.L.193, as shown on registered plan No. 1472.

---

21 years from 1st Oct., 1928.

$400.00 per annum, payable quarterly, 1st Mch., June, Sept. & Dec. in each year.

Under this lease rental has been paid as follows:-

Date of Payment.	For What Period. From	To	Amount Paid.
26 Oct.'28	1 Oct.'28	On acct.	$66.67
18 Apl.'29		" "	200.00
26 Sep.'29			100.00
28 Oct.'29		1 Oct.'29	33.33
" " "	1 Oct.'29	On acct.	66.67
27 Dec.'29		" "	100.00
			566.67

Total rental payable to 1st Mch.'32 $1400.00

Amt. due " " " " $833.33

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Fol. 152,
Vol. II

Permit - G. W. Mitchell

Transferred to B.C.Sand &
Gravel Co. Ltd., 3 Oct./28.

Permission to remove gravel from
Seymour Creek I.R. No. 2, Squamish Band,
"The whole of the gravel deposit of a hill
"at N.E.corner of Seymour Creek Res.-
"excepting 100,000 cubic yds. granted to
"Northern Construction Co."

10 yrs. from 1 Jan., 1925.

$200.00 per annum, payable yearly
in advance, & royalty of 4 cts. per cubic yd.

Rental paid as follows:-

Nothing to do with Cascade R & G Co

Date of Payment.	For what Period From	To.	Amount Paid.
31 Mch.'26	1 Jan.'25	31 Dec.'25	$200.00
2 June 26	1 Jan.'26	31 Dec.'26	200.00
8 Sept.'27	1 Jan.'27	31 Dec.'27	200.00
20 Jan.'28	1 Jan.'27	31 Dec.'28	200.00
16 Feb.'29	1 Jan.'29	31 Dec.'29	200.00
15 Mch.'30	1 Jan.'30	31 Dec.'30	200.00
			1200.00

Rental payable to 31 Dec.'32 $1600.00

Amt. due " " " " $ 400.00

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

Lease No. 146,
Cascade Rock & Gravel Co., Ltd.,
Lots Nos. 2 & 3, Industrial subdivision,
Seymour Creek Ind. Res. No. 2.

---

10 years from 15th Apl., 1928, renewable for a similar term, rental to be re-adjusted on the basis of re-valuation of land to be made at the expiration of the first period.

$330.00 per annum, payable yearly, in advance, on 15th April in each year.

Rental paid as follows:-

Date of Payment	For what Period From	To	Amount paid.
9 May '28	15 Apl.'28	15 Apl.'29	$300.00
28 Dec.'29	15 Apl.'29	On acct.	233.75
6 Oct.'31		15 Apl.'30	96.25
" " "	15 Apl.'30	On acct.	149.59
			$809.59

Rental payable to 15th Apl.'32 $1320.00

Amt. due to " " " $510.41

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Lease No. 128, issued to Cotton Company, Limited, for 10 years from 15th Sept., 1925, (renewable on terms and conditions to be agreed upon, but at a rental of not less than $1,000.00) of three parcels of land in the Seymour Creek Indian Reserve No. 2, 11.9 acres, at a rental of $500.00 per annum, payable yearly, in advance, on 15th Sept. in each year, and a royalty of six cents per cubic yard for all material removed from the land, payment to be based on sworn returns furnished by lessee.

Rental under this lease has been paid as follows:-

Date of Payment	For what period. From	To	Amount Paid.
15 Sept. '25	15 Sept.'25	On acct.	$100.00
12 Feb. '26		15 Sept.'26	400.00
29 Dec. '26	15 Sept.'26	15 Sept.'27	500.00
10 Nov. '27	1 Jan. '27	15 Sept.'28	500.00
15 Dec. '28	15 Sept.'28	15 Sept.'29	500.00
28 Dec. '29	15 Sept.'29	On acct.	145.84
11 Dec. '30		" "	250.00
6 Oct. '31		15 Sept.'30	104.16
19 Feb. '32	15 Sept.'30	15 Sept.'31	500.00
" " '32	15 Sept.'31	On acct.	200.00
			$3,200.00

Total amt. payable to 15th Sept.,1932 $3,500.-

Amt. due " " " " $300.00

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-50A.

Ottawa, March 14, 1932.

Sir,-

Re Cascade Rock & Gravel Company
and Will Ellis Leases

Referring to your letter of the 23rd ultimo, I enclose statements showing the standing of these leases according to the records of the Department, which need no explanation, and it is hoped may be of service to you in clearing up the matter.

Enclosures.

The $700.00 forwarded under cover of your Rent Return for the month of February has been credited on Lease No.128, and so there is now due, as shown in your statement, a balance of $300.00.

Your obedient Servant,

J. C. Caldwell,
Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
822 Metropolitan Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

B

OFFICE OF
INDIAN AGENT

DEPARTMENT OF INDIAN AFFAIRS
MAR 26 1932
VICTORIA

/3985.

Letter D

822 Metropolitan Bldg.,
Vancouver, B.C.,
March 21, 1932.

Your File 13167-50A.

Re Cascade Rock and Gravel Co.

Sir:-

I beg to acknowledge receipt of your letter of the 14th instant enclosing copies of payments on various leases on Seymour Creek. I wrote you fully on the 17th instant in this matter and hope my letter showing each lease in detail as shown on the files here, will assist in straightening out these payments.

You forwarded me the following enclosures with your letter:-

Folio 165 Vol II (a) Lease 128 issued to Ellis Cotton Co. Ltd., (Cotton Co Ltd.)
" 204 " " (b) Lease 146, Cascade Rock and Gravel Co.,
" 217 " " (c) Lease 158, Will Ellis,
" 30 " " (d) Permit G.W.Mitchell. (merged on Lease No 119 Folio 140 " Vol II) (B.C. Sand & Gravel Co)

I do not understand why the last named permit was forwarded as the B.C.Sand and Gravel Co. has nothing to do with the Cascade Rock and Gravel Co. or Will Ellis. They are competitors in the same business on the same Reserve. The B.C.Sand and Gravel Co. is owing $400.00 as stated, and I have written you recently regarding this over-due rental.

You did not enclose a statement of Lease 197 at $225.00 for rental of Lot 1, Seymour Creek (Squamish No.2) Reserve. This should be included with the Cascade Rock and Gravel Co. leases as also the permit covering what was known as the Rosenberg lease upon which Ellis has been paying $100.00 per annum. These two are both shown in my letter of March 17th.

The Department has recently supplied me with a new lease book, but I have not entered in it any of the Will Ellis or Cascade Rock and Gravel Co.'s leases until these several matters are ironed out, and respectfully request that after my letter of the 17th instant has been checked up, a further statement be forwarded to me which I can show to the Company's auditors, giving their total indebtedness.

I have the honour to be,
Sir,
Your obedient servant,

B/HM.

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

8.VI.1932

Lease No 197.
Cascade Rock & Gravel
Company, Limited.
Lot 1. Industrial Sub-div
of Seymour Creek Res No 2
10 yrs (renewable) from 1.2.29
$225.00 per ann p.a. to 17 Feb. 1930

H.G.O.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

MEETING OF THE SQUAMISH INDIAN COUNCIL HELD
AT MISSION NO.1 RESERVE, NORTH VANCOUVER, B.C.,
TUESDAY, MARCH 15TH, 1932,
PRESIDING, INDIAN AGENT F.J.C.BALL, VANCOUVER
AGENCY, SECRETARY AND INTERPRETER ANDREW PAULL,
CHIEFS JIMMIE JIMMIE, MATTHIAS JOE, EDWARD JOSEPH,
FRANK BAKER, COUNCILLORS GUS BAND, DENNY PAULL,
MOSES JOSEPH AND HENRY JACK - ABSENTEES CHIEF
GEORGE WILLIAM, CHIEF ANDREW.

RESOLUTION.

Moved by Councillor Gus Band,
Seconded by Councillor Denny Paull,

THAT before any new lease on Seymour Creek Reserve be issued to the Cascade Rock and Gravel Co., it be placed before the Council for approval.

CARRIED UNANIMOUSLY.

I hereby certify that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

Fred J.C. Ball

F.J.C.Ball, Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 29 1932

/4014.

822 Metropolitan Bldg.,
Vancouver, B.C.,
March 23, 1932.

Sir:-

With reference to the enclosed resolution of the Squamish Indian Council regarding the Cascade Rock and Gravel Company's leases on Seymour Creek, Squamish No.2 Reserve, I beg to advise that this is in hand under File 13167-50A.

As the new lease will cover considerably smaller acreage than the old leases, the land for which was surrendered for lease by the Squamish Band several years ago, I can not see why the new lease should be placed before the Council for approval. Had the Company applied for more land, it would no doubt have been necessary.

I have the honour to be,
Sir,
Your obedient servant,

Enclosure:-

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 10 1932
RECORDS

Lands

/4274.

822 Metropolitan Bldg.,
Vancouver, B.C.,
May 5, 1932.

Your File 13167-50A.

Sir:-

Re--Cascade Rock and Gravel Co.

I beg to refer to my letter of March 21st last and to advise that I have not yet received a reply thereto.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Immediate
Lands

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

B

DEPT. OF INDIAN AFFAIRS
MAY 25 1932
RECORDS

/4340.

822 Metropolitan Bldg.,
Vancouver, B.C.,
May 19, 1932.

Re--Cascade Rock and Gravel Co.

Your File 13167-50A.

Sir:-

I beg to advise that I wrote you on March 21st regarding the above leases and again on May 5th and have not yet received a reply thereto.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

EXTRACT
ORIGINAL ON
22-162

DEPT. OF INDIAN AFFAIRS
JUN 24 1932
RECORDS

File

Kamloops, B.C., June 14th, 1932.

Dear Sir:

Mr. Ball, the Indian Agent (Vancouver Agency) being away, I did not have an opportunity of going around with him nor to attend to any matter except the books.

x x x

I found a considerable number of the leases in arrears, the principle ones being as follows:-

x x x

Lease No. 228, Seaboard Oil Co., was given to May 31st to pay. At the time of my visit he had not done so.

x x x

I have to point out, as you probably know, that it is hard to collect money this year owing to the depression. Those holding leases in North Vancouver are particularly up against it, owing to the lack of transportation the bridge having broken down. I presume your policy is to allow the Agent to be as lenient as possible, but I think it is only fair that he should be instrusted to this effect, as otherwise, if he has to take a chance on whether these leases should be cancelled or not, owing to non-payment, the blame might rest with him if they ultimately fell through.

Of course, if I had been able to talk these matters over with Mr. Ball, he might have been able to give me a fuller explanation, but I shall see him on my next visit.

x x x

C.S.Pragnell.
Inspector of Indian Agencies.

Victoria, B.C. June 17th, 1932.

x x x

In this connection, I beg to say it is possible that the agent may be in communication with the Department with respect to the several leases which are reported to be in arrears of rental.

It would be difficult for me to say whether or not the prevailing depression of business has had seriously to do with the non-payment of rentals, but it should be stated that in the cases of Cascade Rock & Gravel lease, The Will Ellis lease No. 158 and the B.C.Sand & Gravel lease, all at Seymour Creek No. 2 reserve of Squamish Band, it has always been difficult to deal with these people and to obtain the rentals and royalties.

It is my opinion that they should not be permitted to get more deeply into arrears.

I think Agent Ball should report on these several matters if he has not yet done so and he is being so advised.

Your obedient servant,

C.C.Perry.
For W.E.Ditchburn.
Indian Commissioner for B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EXTRACT
ORIGINAL ON
22-162

L 13167-50

DEPT. OF INDIAN AFFAIRS
JUN 24 1932
RECORDS

Kamloops, B.C., June 14th, 1932.

Dear Sir

Mr. Ball, the Indian Agent, (Vancouver Agency), being away, I did not have an opportunity of going around with him nor to attend to any matter except the books.

x x x

I found a considerable number of the leases in arrears, the principle ones being as follows:

x x x

The Cascade Rock and Gravel Co., lease I understand, is in your hands for settlement.

x x x

I have to point out, as you probably know, that it is hard to collect money this year owing to the depression. Those holding leases in North Vancouver are particularly up against it, owing to the lack of transportation, the bridge having broken down. I presume your policy is to allow the agent to be as lenient as possible, but I think it is only fair that he should be instructed to this effect, as otherwise, if he has to take a chance on whether these leases should be cancelled or not, owing to non-payment, the blame might rest with him if they ultimately fell through.

Of course, if I had been able to talk these matters over with Mr. Ball, he might have been able to give me a fuller explanation, but I shall see him on my next visit.

x x x

G.S.Pragnell.
Inspector of Indian Agencies.

Victoria, B.C., June 17, 1932.

Inx x x

In this connection I beg to say it is possible that the Agent may be in communication with the Department with respect to the several leases which are reported to be in arrears of rental.

It would be difficult for me to say whether or not the prevailing depression of business has had seriously to do with the non-payment of rentals, but it should be stated that in the cases of Cascade Rock & Gravel Co., the Will Ellis lease No. 158 and the B.C.Sand & Gravel lease, all at Seymour Creek No. 2 reserve of Squamish Band, it has always been difficult to deal with these people and to obtain the rentals and royalties.

It is my opinion that they should not be permitted to get more deeply into arrears.

I think Agent Ball should report on these several matters if he has not yet done so and he is being so advised.

Your obedient servant,

C.C. Perry.
For W.E.Ditchburn.
Indian Commissioner for B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPT. OF INDIAN AFFAIRS
MAR 22 1932
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lands

822 Metropolitan Bldg.,
Vancouver, B.C.,
March 17, 1932.

/3957.

Sir:-

With further reference to my letter of February 23, 1932, I have now had an opportunity of checking up with Mr.W.Ellis' statement his various leases on Seymour Creek (Squamish No.2) Reserve. He has paid me to-day $350.00 and the following statements show how he arrives at his various payments and also what he considers is the present standing of each lease.

1. Lease 146, Lots 2 and 3, rental $330.00 per annum and 6¢ c.y. gravel.
On Dec.30, 1929, the Cascade Rock and Gravel Co. paid rental from Apl.15,1929, to Dec.31,1929, 8-1/2 months @ $330.00----------$233.75,
They also paid under protest on July 9,1931, as rental from Jan.1,1930, to July 1,1930, 6 months @ $330.00----------165.00,
this amount being included in payment of $718.97 q.v.
Mr.Ellis claims that Lease 146 was relinquished to the Seaboard Oil Co. on December 31, 1929, and that the Gravel Co. was not responsible after that date.

not rental 718.97 "Gravel royalties" 1.1.29 to 31 12 on Lease 125

2. Lease 147, Lots 6,7,8 and 10, rental $520.00 per annum and 6¢ c.y.gravel.
On May 9, 1928, the Gravel Co. paid this amount as rental from April 15,1928, to April 15,1929, and on December 29, 1929, paid for the period from April 15, 1929, to December 31, 1929, 8-1/2 months @ $520.00 per annum----------368.34,
They also paid under protest on July 9, 1931, as rental from Jan.1,1930, to July 1,1930, 1/2 year @ $520.00----------260.00,
this amount being included in payment of $718.97 q.v.
Mr.Ellis claims that Lease 147 was relinquished to the Seaboard Oil Co. on December 31,1929, and that the Gravel Co. was not responsible after that date.

Gravel Lease 175 mistakenly not Sent in as rental - but as "Gravel royalties"

3. Lease 197, Lot 1, rental $225.00 per annum and 6¢ c.y. for gravel.
On Sept.26,1929, the Gravel Co. paid rental from 1st Feb.,1929, to 1st Feb.,1930, $225.00 and on Dec.30, paid for the period Feb.1,1930, to July 1, 1930, 5 mos.@ $225.00----------93.75,
Mr.Ellis protests payment on this lease from Jan.1, 1930, to July 1,1930, 6 mos.@ $225.00, $112.50,as the lease was relinquished to the Seaboard Oil Co. on Dec.31,1929. This payment was included in chq. for $718.97, q.v.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

4. Lease 128, 11.9 ac.@ $500.00 per annum and 6¢ c.y. for gravel.

On Dec.30, 1929, the Gravel Co. paid on this lease for the period from Sept.15,1929, to Dec.31,1929, 3-1/2 mos.@ $500.00---------- $145.84,

On Dec.11th, 1930, they paid for a further period from Jan.1,1930, to July 1,1930, on full acreage $250.00, whereas for that period, the Seaboard Oil Co. had taken over 3.41 acres leaving the Gravel Co. 8.49 ac., the difference in acreage representing an over-payment of $71.64. Rental on 8.49 acres at $500.00 for 11.9 acres is $356.72 per annum. On Oct.6,1931, the Company paid $350.00 and on Feb.19, 1932, $700.00 and included in these two payments on account is the sum of $431.04 representing payment on Lease 128 from July 1,1930, to Sept.15,1931, 14-1/2 months @ $356.72 per annum---------- 431.04,

Mr.Ellis claims that the amount required to pay rental on that portion of the lease remaining to them after 3.41 acres was relinquished to the Seaboard Oil Co. on Dec.31,1929, for 1 year from Sept.15,1931, to Sept.15,1932, would be----------$356.72,
Less the overpayment claimed above---------- 71.64,
or rental in full to Sept.15,1932,----------$285.08,

5. Rosenberg Lease, File 11167-3, $100.00 per annum and 6¢ cu.yd.for gravel.

No lease has been issued since the cancellation of the Rosenberg lease, but the Gravel Co. pays the sum of $100.00 per annum, while it is held against any other lessee, as any lease of that particular portion of the Reserve would seriously affect the Cascade Rock and Gravel Co.'s operations. The Company claims to have paid $300.00, $100.00 of which was refunded to Rosenberg, the balance of $200.being included in the payments on account Oct.6,1931, $350.00, and Feb.19, 1932, $700.00. Folio 165 Vol II
credited on lease no 128

89/167

To sum up the above payments, it appears that on Dec.29, 1929, the Gravel Co. paid the sum of----------$747.93
covering items as follows:- Lease 146 - $233.75,
" 147 - 368.34,
" 128 - 145.84,

$747.93	$747.93

and the following payments on account:-

July 9, 1931,----------	$718.97,
Oct.6,1931,----------	350.00,
Feb.19,1932----------	700.00,
March 15,1932,----------	350.00
	$2,118.97

cover.....

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Bro't Fwd..;.....$2,118.97

cover items shown above as follows:-

Lease 146----------	$165.00,	
Lease 147----------	260.00,	
Lease 197----------	93.75,	
Lease 128----------	431.04,	
Rosenberg permit----------	200.00,	
Gravel royalties to Dec.31,1930,----------	969.18,	$2,118.97,

Gravel royalties to December 31,1931, are promised at the end of this month or as soon as the Company's auditors have finished with the books.

When you returned our "Return of Rents" for Oct.1 to 15, 1931, you attached a slip reading as follows:-

"Note $104.16, Rental to Sep.15,1930, Credited to Lease "128, $1,000.00 due, $245.85 In full to Mar.15,1930, and "$149.00 on account to 15/3/31 credited on Lease 146 - "$510.41 due".

I hope that these further particulars will enable a check of each lease to be made, and when all arrears have been paid, a new lease issued to the Cascade Rock and Gravel Co., as at present they are operating without one. All the Company controls now is 8.49 acres and the gravel bar formerly covered by the Rosenberg lease. In addition Mr.Ellis has the lease of another part of the Reserve from Andrew Paull with which the Company is not concerned.

I have the honour to be,
Sir,
Your obedient servant,

Fred J C Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EXTRACT
ORIGINAL ON
37-167

13167-JO

DEPT. OF INDIAN AFFAIRS
JUN 24 1932
RECORDS

Family

Kamloops, B.C., June 14th, 1932.

Dear Sir

Mr. Ball, the Indian Agent, (Vancouver Agency), being away, I did not have an opportunity of going around with him nor to attend to any matter except the books.

x x x

I found a considerable number of the leases in arrears, the principle ones being as follows:

x x x

11167-C, B.C.Sand and Gravel, in arrears, $200.00, the last payment having been made in January 1931.

x x x

I have to point out, as you probably know, that it is hard to collect money this year owing to the depression. Those holding leases in North Vancouver are particularly up against it, owing to the lack of transportation, the bridge having broken down. I presume your policy is to allow the agent to be as lenient as possible, but I think it is only fair that he should be instructed to this effect, as otherwise, if he has to take a chance on whether these leases should be cancelled or not, owing to non-payment, the blame might rest with him if they ultimately fell through.

Of course, if I had been able to talk these matters over with Mr. Ball, he might have been able to give me a fuller explanation, but I shall see him on my next visit.

x x x

G.S.Pragnell.
Inspector of Indian Agencies.

Victoria, B.C., June 17, 1932.

x x x

In this connection I beg to say it is possible that the Agent may be in communication with the Department with respect to the several leases which are reported to be in arrears of rental.

It would be difficult for me to say whether or not the prevailing depression of business has had seriously to do with the non-payment of rentals, but it should be stated that in the cases of Cascade Rock & Gravel Co., the Will Ellis lease No. 158 and the B.C.Sand & Gravel lease, all at Seymour Creek No. 2 reserve of Squamish Band, it has always been difficult to deal with these people and to obtain the rentals and royalties.

It is my opinion that they should not be permitted to get more deeply into arrears.

I think Agent Ball should report on these several matters if he has not yet done so and he is being so advised.

Your obedient servant,

C.C. Perry.
For W.E.Ditchburn.
Indian Commissioner for B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-60A

EXTRACT
ORIGINAL ON
37-167

DEPARTMENT OF INDIAN AFFAIRS
JUN 24 1932
RECORDS

Kamloops, B.C., June 14th, 1932.

Dear Sir:

Mr. Ball, the Indian Agent, Vancouver Agency), being away, I did not have an opportunity of going around with him nor to attend to any matter except the books.

x x x

I found a considerable number of the leases in arrears, the principle ones being as follows:-

x x x

Lease No.158, Will Ellis Amusement Park, Seymour Creek No. 2, $800.00 is due.

13167 58
$833.33 due
Indian Paul

x x x

I have to point out, as you probably know, that it is hard to collect money this year owing to the depression. Those holding leases in North Vancouver are particularly up against it, owing to the lack of transportation, the bridge having broken down. I presume your policy is to allow the Agent to be as lenient as possible, but I think it is only fair that he should be instructed to this effect, as otherwise, if he has to take a chance on whether these leases should be cancelled or not, owing to non-payment, the blame might rest with him if they ultimately fell through.

Of course, if I had been able to talk these matters over with Mr. Ball, he might have been able to give me a fuller explanation, but I shall see him on my next visit.

x x x

G.S.Pragnell.
Inspector of Indian Agencies.

Victoria, B.C., June 17, 1932.

x x x

In this connection I beg to say it is possible that the Agent may be in communication with the Department with respect to the several leases which are reported to be in arrears of rental.

It would be difficult for me to say whether or not the prevailing depression of business has had seriously to do with the non-payment of rentals, but it should be stated that in the cases of Cascade Rock & Gravel Co., the Will Ellis lease No. 158 and the B.C.Sand & Gravel lease, all at Seymour Creek No. 2 reserve of Squamish Band, it has always been difficult to deal with these people and to obtain the rentals and royalties.

It is my opinion that they should not be permitted to get more deeply into arrears.

I think Agent Ball should report on these several matters if he has not yet done so and he is being so advised.

U Your obedient servant,

C.C.Perry
For W.E.Ditchburn,
Indian Commissioner for B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

25. VII. 1932

Lease No. 197.. Cascade Rock & Gravel Co. Ltd.
10 yrs from 17 Feby. 1929
Rental $225.00 per an
Pd. to 17 Feby 1930

Ref. Files —
89 167 b
13 167 50 (closed)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

28. VII. 1932

Lease 147 — W. J. Zimlick
10 yrs. from 15th Apl. 1928
Rental $520.00 per an.
Pd. in full to 15 Apl. 29
+
$383.34 on yr. 15 Apl. 29 - 15 Apl. 30
(in all probability for C.P.O.G. Co

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

28. VII. 1932

Lease No 146 - Cascade Rock & Gravel Co. Ltd
10 yrs from 15 Apl. 1925 (
Rental $330.00 per ann.
Pd in full to 15 Apl. 30
&
$149.59 on yr 15 Apl. 30 - 15 Apl. 31

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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25. VII. 1932

Lease No 125 - Cascade Rock & Gravel Co. Ltd.

10 yrs. from 15 Sept. 1925

Rental $500.00 per annum

Pd. in full to 15 Sept 1931

&

$200.00 on yr. 15 Sept 31 - 15 Sept 32

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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29. VII. 1932

Mr. O'Connor -

Herewith are files in connection with Leases - now all in favour of Seaboard Oil & Refining Co. Ltd. The memos attached give standing of each lease and complete my interest in the matter, I think.

H.G.O.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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DOMINION OF CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT:)

IN THE MATTER OF CERTAIN SAND AND GRAVEL REMOVED FROM SEYMOUR CREEK INDIAN RESERVE NUMBER TWO, BY THE CASCADE ROCK & GRAVEL COMPANY LTD.

I, WILLIAM JAMES TIMLICK, SECRETARY-TREASURER, of 3770 - 15th Avenue West, in the City of Vancouver, in the Province of British Columbia, do solemnly declare:

1. That I am Secretary-Treasurer of the Cascade Rock and Gravel Company Limited which, pursuant to leave granted by the Superintendent of Indian Affairs, has removed certain sand and gravel from the Seymour Creek Indian Reserve No. Two, and have knowledge of the matters hereinafter deposed to.

2. That between the First day of January, 1930 and the 31st day of December, 1930, the said Cascade Rock and Gravel Company Limited excavated from the said Seymour Creek Indian Reserve No. Two, 16,153 cubic yards of sand and gravel.

3. That by Certificate dated the 5th day of February, 1931, J. Alexander Walker and Associates, Civil and Town Planning Engineers and British Columbia Land Surveyors, did survey the yardage excavated by the said Cascade Rock & Gravel Company Limited as aforesaid and did certify that the said Company had excavated out of the Seymour Creek Indian Reserve No. Two, during that period, 16,153 cubic yards.

4. That between the First day of January, 1931 and the 30th day of June, 1932, the said Cascade Rock and Gravel Company Limited excavated from the said Seymour Creek Indian Reserve No. Two 12,300 cubic yards.

5. That by Certificate dated the 4th day of August, 1932, J. Alexander Walker and Associates, Civil and Town Planning Engineers and British Columbia Land Surveyors, did survey the yardage excavated by the said Cascade Rock & Gravel Company Limited as aforesaid and did certify that the said Company had excavated out of

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the Seymour Creek, Indian Reserve No. Two, during that period, 12,[illegible]00 cubic yards.

6. That from the First day of July, 1932 to the 30th day of September, 1932, the said Company, Cascade Rock & Gravel Company Limited did excavate out of the said Seymour Creek Indian Reserve No. Two, 1385 cubic yards.

7. That by Certificate dated the 13th day of October, 1932, J. Alexander Walker and Associates, Civil and Town Planning Engineers and British Columbia Land Surveyors, did survey the yardage excavated by the said Cascade Rock & Gravel Company Limited as aforesaid and did certify that the said Company had excavated out of the Seymour Creek Indian Reserve No. Two, during that period 1385 cubic yards.

8. That now shown to me and marked Exhibits "A", "B" and "C" to this ~~my~~ Declaration are the Certificates of J. Alexander Walker & Associates certifying the yardage excavated from the said Seymour Creek Indian Reserve No. Two, as aforesaid.

9. That no sand or gravel whatsoever was excavated by the Cascade Rock & Gravel Company Limited, from that portion of the Seymour Creek, Indian Reserve No. Two, known as the Rosenberg Lease.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

DECLARED before me at the City of Vancouver, Province of British Columbia, this 19th day of October, A.D. 1932.

W. J. Tindick

A Commissioner for taking Affidavits within British Columbia.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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J. ALEXANDER WALKER & ASSOCIATES
Civil and Town Planning Engineers
British Columbia Land Surveyors
J. ALEXANDER WALKER, C.E., B.C.L.S.
Royal Trust Building.
VANCOUVER, B.C.
CANADA

5th February, 1931.

Cascade Rock & Gravel Co. Ltd.,
False Creek,
Vancouver, B.C.

Dear Sirs:

re: Gravel Leases, Seymour Creek
Indian Reserve No. 2.

The amount of gravel and sand excavated from the 5.70-acre parcel in the Seymour Creek Indian Reserve No. 2., leased from the Department of Indian Affairs, is as follows:

From 1st January 1930 to 31st December, 1930, 16,153 Cubic Yards.

Yours faithfully,

J. Alexander Walker & Associates
Per S. A. McPherson

This is Exhibit "A" referred to in the Declaration of William James Timlick, sworn before me this 19th day of October, 1932.

A Commissioner for taking affidavits in and for the Province of British Columbia.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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This is Exhibit "B" referred to in the Declaration of William James Timlick, sworn before me this 19th day of October, 1932.

A Commissioner for taking affidavits for the Province of British Columbia

J. ALEXANDER WALKER & ASSOCIATES
Civil and Town Planning Engineers
British Columbia Land Surveyors
J. ALEXANDER WALKER, C.E., B.C.L.S.
Royal Trust Building.
VANCOUVER, B.C.
CANADA

4th August, 1932.

Cascade Rock & Gravel Co. Ltd.,

False Creek,

Vancouver, B.C.

Dear Sirs:

re: Gravel Leases, Seymour Creek
Indian Reserve No. 2.

The amount of gravel and sand excavated from the 5.70-acre parcel in the Seymour Creek Indian Reserve No.2., leased from the Department of Indian Affairs, is as follows:

From 1st January, 1931 to 30th June, 1932 - 12,300 cubic yards

Yours faithfully,

J. Alexander Walker & Associates
Per. J. A. McPherson

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

J. ALEXANDER WALKER & ASSOCIATES
Civil and Town Planning Engineers
British Columbia Land Surveyors
J. ALEXANDER WALKER, C.E., B.C.L.S.
Royal Trust Building.
VANCOUVER, B.C.
CANADA

This is Exhibit "C" referred to in the Declaration of William James Timlick, sworn before me this 19th day of October, 1932.

A Commissioner for taking affidavits in and for the Province of British Columbia

13th October, 1932.

Cascade Rock & Gravel Co., Ltd.,

False Creek,

Vancouver, B.C.

Dear Sirs:

re: Gravel Leases, Seymour Creek Indian Reserve, No.2.

The amount of gravel and sand excavated from the 5.70-acre parcel in the Seymour Creek Indian Reserve No.2, leased from the Department of Indian Affairs, is as follows:

From 1st July 1932 to 30th September, 1932, - 1,385 Cubic yards.

Yours faithfully,

J. Alexander Walker & Associates

Per. J. A. McPherson

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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DATED day of October, 1932.

IN THE MATTER OF CERTAIN SAND AND GRAVEL REMOVED FROM SEYMOUR CREEK INDIAN RESERVE NO. TWO, BY THE CASCADE ROCK & GRAVEL COMPANY LIMITED.

STATUTORY DECLARATION.

HARPER & SARGENT

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

No 288

DATED 21st DAY OF OCTOBER, 1932.

Between:

THE SUPERINTENDENT GENERAL OF INDIAN AFFAIRS.

and:

CASCADE HOLDINGS LIMITED.

and:

CASCADE ROCK & GRAVEL COMPANY LIMITED.

L E A S E

HARPER & SARGENT

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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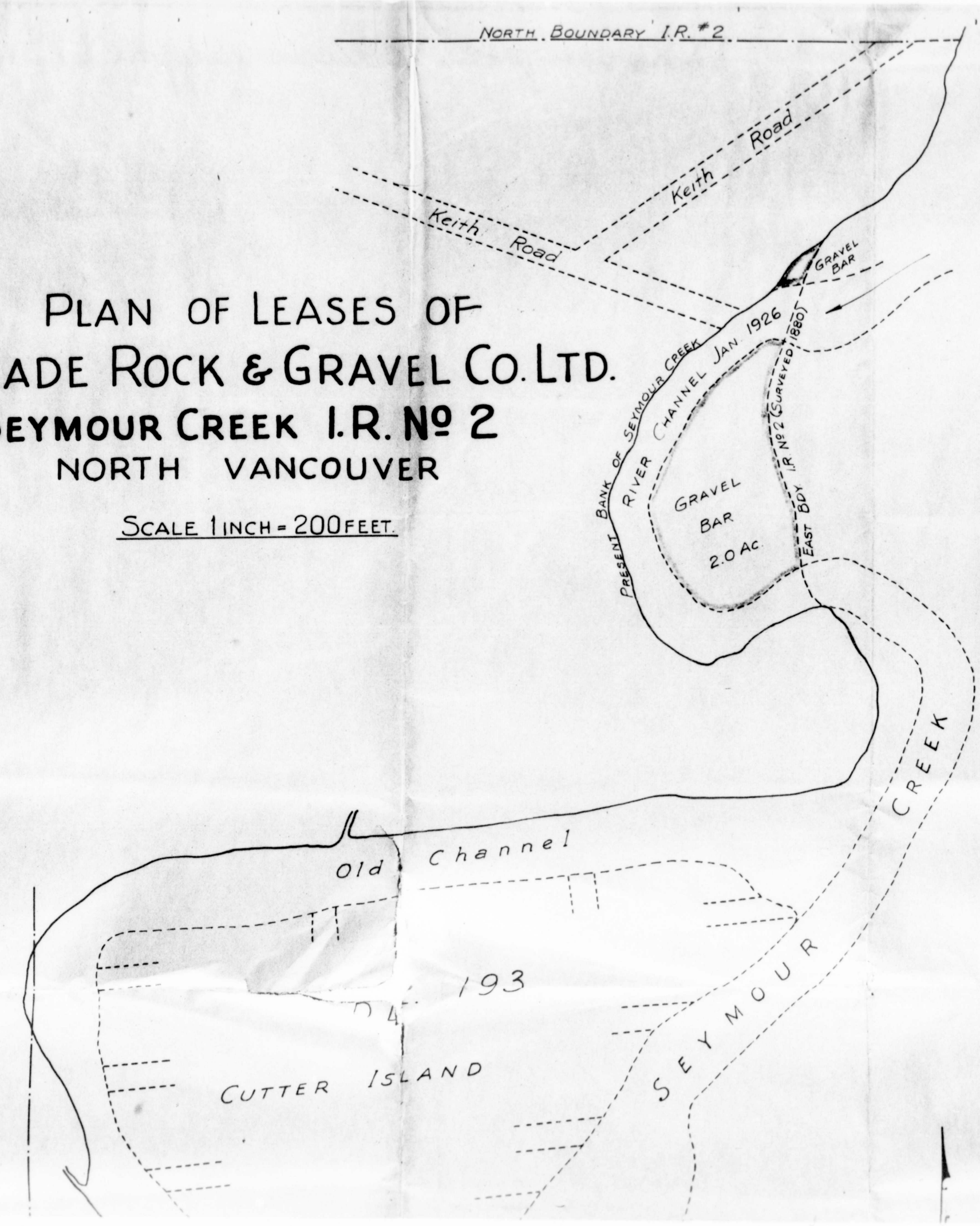
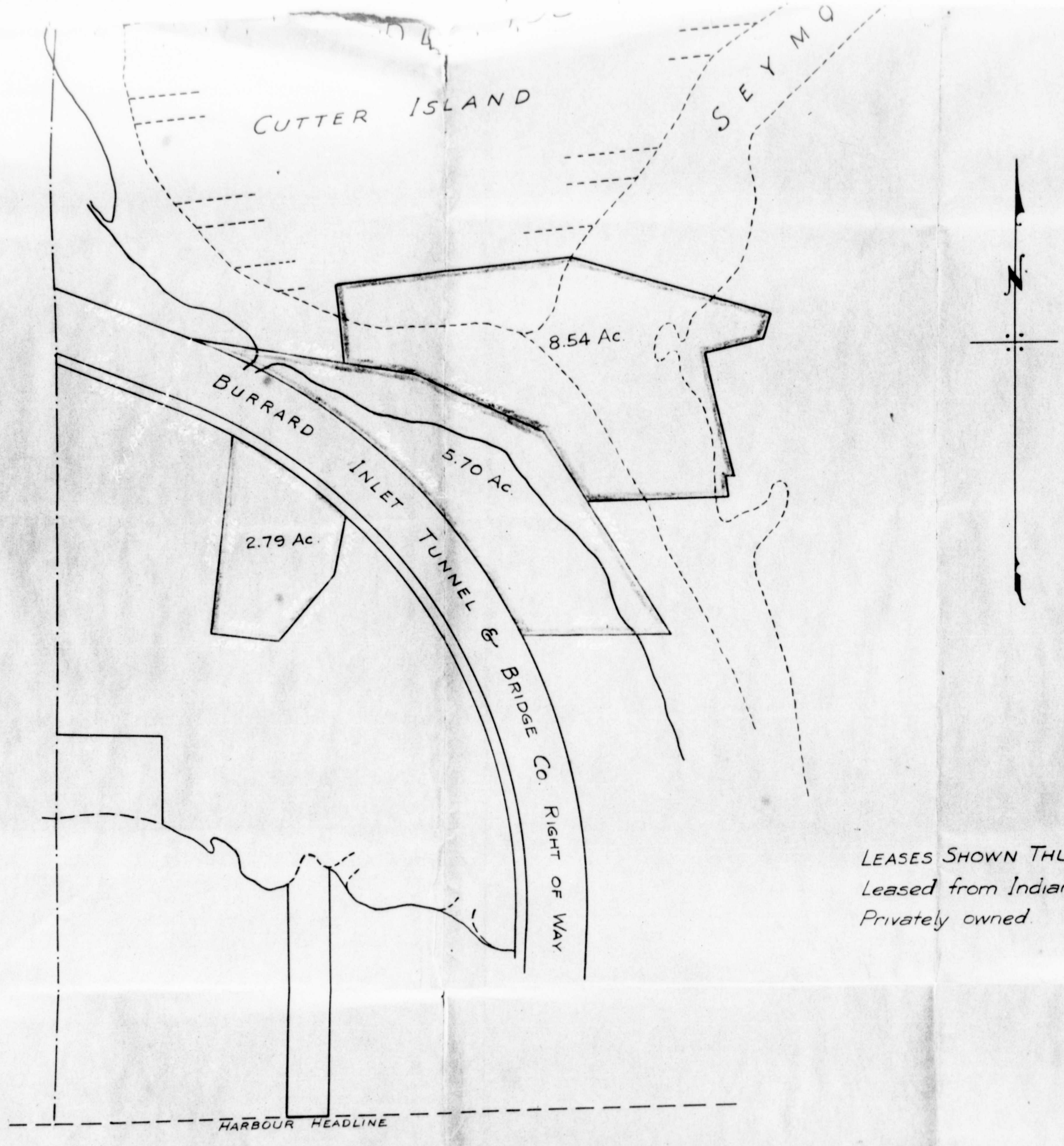
CANADA

PLAN OF LEASES OF
CASCADE ROCK & GRAVEL CO. LTD.
SEYMOUR CREEK I.R. № 2
NORTH VANCOUVER

SCALE 1 INCH = 200 FEET.





LEASES SHOWN THUS :-
Leased from Indian Dept.
Privately owned.

THIS INDENTURE made the 21st day of October, in the year of our Lord one thousand nine hundred and thirty-two.

BETWEEN:

HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs

hereinafter called the "Lessor"

of the First Part:

AND:

CASCADE HOLDINGS LIMITED, a body corporate, incorporated under the laws of the Province of British Columbia, with registered Offices at Room 25, 410 Seymour Street, in the City of Vancouver, Province of British Columbia

hereinafter called the "Lessee"

of the Second Part:

AND:

CASCADE ROCK & GRAVEL COMPANY LIMITED, a body corporate, incorporated under the laws of the Province of British Columbia, with registered Offices at 410 Seymour Street, in the City of Vancouver, Province of British Columbia

hereinafter called the "Party"

of the Third Part:

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and Lease unto the Lessee all those parcels or tracts of land, situate, lying and being in the Seymour Creek Indian Reserve Number Two, in the Province of British Columbia, being a 5.7 acre Parcel of Seymour Creek Indian Reserve Number Two, North Vancouver, which may be more particularly described as follows:

Commencing at a point on the Northerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-of-Way, said point being South 68° 43' East, a distance of 339.0 feet from the intersection of the West boundary of the Seymour Creek Indian Reserve Number Two and the said Northerly boundary of said Right-of-Way; thence S. 79° 40' E., a distance of 570 feet; thence S 70° 48' E., a distance of 350 feet; thence S 32° 43' E., a distance of 595.5 feet; thence West, a distance of 377.8 feet, more or less, to the Easterly boundary of the said Right-of-Way; thence in a North Westerly direction along the said Easterly and Northerly boundary of the said Right-of-Way, said boundary being on a curve of

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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radius of 1532.7 feet, to the point of commencement, containing 5.7 acres, as shown and outlined in red on the plan attached, together with a 2.79 acre portion of said Reserve, which may be more particularly described as follows:

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoining the Southerly boundary of the Burrard Inlet Tunnel and Bridge Company Right-of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of said strip of land, the following bearings and distances: S 67° 40' E. 279.1 feet; and S 64° 01' E. 174 feet; thence S 7° 57' W. 484.6 feet; thence S. 82° 03' E. 163.01 feet; thence N. 40° 31' E. 204.86 feet; thence N 11° 27' E. 158.79 feet; more or less to the Southerly boundary of said strip of land; thence in a North Westerly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius 1362.7 feet, a distance of 322.6 feet more or less to point of commencement containing 2.79 acres as shown outlined in red on plan hereto attached.

TO HAVE AND TO HOLD the said parcel or tract of land and premises hereby demised with the appurtenances unto the said Party of the Second Part, its Successors and Assigns, for a term of twenty-one years from the First day of October, one thousand nine hundred and thirty-two, renewable upon such terms and conditions as may be agreed upon, yielding and paying therefor the clear yearly rent or sum of ~~Five~~ Six Hundred (~~$500.00~~ $600.00) Dollars of lawful money of Canada, in four equal quarterly payments of One Hundred and ~~Twenty~~ Fifty-five (~~$125.00~~ $150.00) Dollars, in each payment, to be made on the First days of January, April, July and October respectively in each and every year during the said term without any deduction, defalcation or abatement therefrom, for or in respect of any taxes, charges, rents, assessments or impositions whatever, either now or hereafter to be taxed, charged, rated or assessed on the said demised premises or any part thereof, or for or on account of the same, the first payment to become due on the First day of October, A.D. 1932, together with a royalty of Six (6¢) cents upon every yard of sand and

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gravel removed off the said premises. All payments of royalty to be computed up to and including the First day of October and April in each and every year and to be determined from the books and records of the Company, verified by the oath of the Secretary-Treasurer or other proper Officer to testify to the veracity of the same and to be payable by the Party of the Second Part within 60 days' after computation. The Lessee covenants with the Lessor that it will keep proper, sufficient and accurate accounts of all sand and gravel taken by it from the said property and that such accounts will be open to the inspection by the Lessor, and its auditor or other representative appointed therefor by the Auditor, as may be reasonably required by the Lessor. Said rental of Five Hundred ($500.00) Dollars per annum is to be subject to a revision every five (5) years by the Party of the First Part; such revision shall not at any time increase or decrease the rental existing at the time of such revision by a sum not greater than Twenty-five per cent. (25%).

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

And the said party of the second part covenants with the said party of the first part, to pay rent, and to pay taxes. And the party of the second part shall have the privilege of assigning or subletting the said lease and property to any responsible part or parties, subject to the approval of the Department of Indian Affairs. Proviso for re-entry by the Lessor on non-payment of rent, whether lawfully demanded or not, or non-performance of covenants; or seizure or forfeiture of the said term for any of the cases aforesaid. And the said party of the first part covenants with the said party of the second part for quiet enjoyment.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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It is hereby further understood and agreed as follows:

First: Should the parties to this agreement decide not to renew the lease at the expiration of the first period, then, the party of the second part, its successors and assigns, shall, provided all rentals and royalties have been paid, have the right and privilege of removing all the buildings, houses and erections by it placed, erected and being on said premises within a reasonable time, unless the party of the First part, his heirs, executors, administrators and assigns, wish to purdhase the said buildings, houses and erections. Then the said buildings, houses and erections shall be duly valued and appraised, by appraisers named and appointed, one of them by the said party of the first part, his heirs, executors, administrators and assigns, the other by the said party of the second part, its successors and assigns, with power to them the said appraisers, to name and call in a third if they cannot agree, such appraisement to be made within fourteen days from and after the determination of the said first term hereby demised, who shall fix on the value under the conditions aforesaid; and the party of the first part, hereby for himself, his heirs, and assigns, covenants, promises and agrees, to and with the said party of the second part, its successors and assigns, that he or it, or some one of them will pay to the said party of the second part, its successors and assigns the full sum of money so to be fixed by the said appraisers, or their referee, as the value of or compensation for the said houses, buildings and erections, on the said hereby demised premises then standing and being within one calendar month after such value is ascertained and declared as aforesaid.

Second: And also, that if the lease be renewed for a second term, as aforesaid, under the terms and conditions herein provided for granting the same, by the said party of the first part, his heirs, executors, administrators and assigns, to the said party of the second part, its successors and assigns, that at the end of such renewed term the party of the second part, its successors and assigns, shall have the [illegible] of removing all t[illegible] buildi[illegible] [illegible]ouses and erections

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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placed, erected and being on said premises at the expiration of the second term, within a reasonable time, provided all rentals and royalties have been paid, unless the party of the first part, his heirs, executors, administrators and assigns, wish to purchase all the said buildings, houses and erections then being on the said premises, at a rate to be ascertained by appraisement as aforesaid, and within the time, and according to the terms, conditions and agreements above mentioned and expressed.

The Lessor hereby covenants and agrees that he will not during the terms of these presents or any renewal thereof, allow the removal or disposal of any sand or gravel, within the confines of Indian Reserve Number Two, from the bed of Seymour Creek upstream, from the lands hereby demised, other than such material as the Department of Indian Affairs may need for its own use.

The Party of the Third Part, as the former Lessor and present occupant of this property, hereby consents to these presents, and hereby surrenders and releases unto the Party of the Second Part, all the lands hereinbefore set forth and all its rights therein and as any unexpired residue of the term of years granted by the Lease at any time held by the said Party of the Third Part and all its Estate and interest therein.

IT IS AGREED between the Parties hereto that all occupants or Lessees of any of the lands situate within Seymour Creek, Indian Reserve Number Two, shall have the right to use any and all roadways or waterways now in existence or which may hereafter be dedicated or constructed within the said Seymour Creek, Indian Reserve, Number Two.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

S T A T E M E N T.

CASCADE ROCK AND GRAVEL COMPANY.

Royalties from Jan.1,1930, to Sept.30,1932, as per sworn statement attached.....$1,790.28,

Rent on Lease 128 from Jan.1,1930, to Sept.30, 1932 @ $356.82 per annum. (This is figured on the 8.49 acres occupied by the Company out of the 11.9 acres @ $500.00 originally granted to them on the lease, the Seaboard Oil Co. occupying the balance 3.41 ac.....980.44,

Rent on former Rosenberg lease taken over by Cascade Rock and Gravel Co. from Jan.1,1930, to Sept.30,1932, @ $100.00 per annum.....275.00,

$3,045.72,

Credits.....2,387.72,

Oct.21,1932, By cheque received..... $658.00

Payments.

Balance claimed overpaid by Cascade Rock and Gravel Co. on royalties in 1929.....$18.75,

Dec.11,1930, Received on account.....250.00,

1931.

July 9th " " " 718.97,

Oct.6th " " " 350.00,

1932.

Feb.19th " " " 700.00,

Mar.15th " " " 350.00

Total Payments.....$2,387.72,

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT 27 1932

822 Metropolitan Bldg.,
Vancouver, B.C.,
October 21, 1932.

Your File 13167-50A.

Sir:-

I wrote you on March 17th and 21st, 1932, regarding the Cascade Rock and Gravel Co. leases.

Mr.W.Ellis has now applied for a new lease on the 8.49 acres remaining to the Company since the Seaboard Oil Co. took over 3.41 acres of the land covered by his former leases.

Mr.Harper, barrister, of Messrs. Harper and Sargent, is acting for Mr.Ellis and I enclose a statement showing what it is claimed represents payment of all accounts including gravel royalties to September 30,1932. An affidavit covering the royalties is enclosed herewith, and a cheque for the balance of rentals and royalties $658.00 has been paid and will go forward with my next rent return.

Mr.W.Ellis has a lease of Andrew Paull's land not included in this statement, and which is considerably overdue but he claims this is a private matter and has no connection with the Gravel Company.

In order to straighten out the gravel royalties, it was necessary to go back to the last payment in full which was in December, 1929, as Mr.Ellis has been in the habit of handing in a cheque to be applied on rentals and royalties. This has no doubt confused your accounts as it has ours.

However, I think the enclosed statement is quite clear, and it would be advisable to have a new lease made out as soon as the Department is satisfied as to the correctness of the payments, otherwise more confusion will result.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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File 13,167-50A.

FORM T.D. 2 N.

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

NIGHT LETTER

CABLE CONNECTIONS TO ALL THE WORLD

TIME FILED

CHECK

J. McMILLAN, General Manager of Telegraphs, Montreal.

Send the following Night Letter, subject to the terms printed on the back hereof which are hereby agreed to.

Ottawa, November 19, 1932.

A. M. Harper,
c/o Harper & Sargent,
Barristers,
Vancouver, B. C.

Your telegram reference Cascade Holdings, Limited, received Stop Question rentals and royalties not yet clearly understood, and Agent requested furnish further details Stop Meantime leases will be prepared to avoid unnecessary delay Stop Writing.

J. C. Caldwell.

(Charge D.I.A.)

CANADIAN PACIFIC TELEGRAPHS

T.D. 1

DIRECT COMMUNICATION WITH

THE INTERNATIONAL SYSTEM - IMPERIAL AND INTERNATIONAL

POSTAL TELEGRAPH - MACKAY RADIO COMMUNICATIONS LIMITED -

COMMERCIAL CABLES - ALL AMERICA CABLES IMPERIAL CABLES - BRITISH PACIFIC CABLE

MONEY TRANSFERRED BY TELEGRAPH HALIFAX AND BERMUDA CABLE CO.

This is a full-rate Telegram or Cablegram unless otherwise indicated by signal in the check or in the address.

DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT TELEGRAM
LCO	DEFERRED
NLT	CABLE LETTER
WLT	WEEK END LETTER

W. D. NEIL, GENERAL MANAGER OF COMMUNICATIONS, MONTREAL.

STANDARD TIME

RAAA259 43 NL

VANCOUVER BC 18

J C CALDWELL

DEPT OF INDIAN AFFAIRS OTTAWA ONT

RE CASCADE HOLDINGS LIMITED STOP LEASE TO SEYMOURCREEK INDIAN RESERVE NUMBER TWO FORWARDED WE UNDERSTAND ON TWENTY SECOND OF OCTOBER STOP INDIAN AGENT HERE ADVISES NO WORD FROM DEPARTMENT STOP PLEASE WIRE IF SENT AND WHEN WE MAY EXPECT SAME AS CLIENT INQUIRING

A M HARPER

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of the three symbols appears after the check (number of words) this is a day message. Otherwise the character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

13167-5

STANDARD TIME

RA354 56 COLLECT NL

1932 NOV 28 PM 11 47

NOV 29 1932

VANCOUVER BC 28

SECRETARY DEPT OF INDIAN AFFAIRS

455 OTTAWA ONT

REFERENCE CASCADE MOLDINGS APPLICATION FOR LEASE ON SEYMOUR CREEK RESERVE THEY NOW AGREE TO PAY $500 PER ANNUM PLUS $100 FOR LEASE OF OLD ROSENBERG PROPERTY STOP THEIR ORIGINAL APPLICATION INCLUDED THIS IN OFFER OF $500 BUT SAME NOT ACCEPTABLE TO INDIANS STOP PLEASE EXPEDITE LEASES

F J C BALL.

Copied E.B.

This is a Collect message and charge your account should be billed at once to the contrary.

For Prompt Service Queen 4500 - Queen Cus. Speak and Metropolitan

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

205-6 Rogers Bldg.,
Vancouver, B.C.,
November 29, 1932.

Your File 13167-50

DEPT. OF INDIAN AFFAIRS
DEC 3 1932

Sir,

On October 21st I wrote you with reference to the Cascade Rock and Gravel Co.'s leases enclosing an application for a new lease for 8.49 acres on Seymour Creek, Squamish No.2, I.R.

In that application they include a clause for $100.00 covering what was originally known as the Rosenberg lease which is referred to under file 11167-3.

Mr.Rosenberg was asked to pay $100.00 a year but as this affected gravel operations below, the Rosenberg lease was cancelled and the Cascade Rock and Gravel Company paid the $100.00 each year.

A new company called the Cascade Holdings, in making their application, did not feel that they should pay it, but have now agreed to take over the old Rosenberg lease at $100.00 per annum, and I send you a night letter to-night at Mr.Harper's request asking you to expedite the lease on these terms.

From the files it appears that all the copies of the Rosenberg lease have been returned to you and all that is necessary in connection with it is to send the same lease made out in the name of the Cascade Holdings. This will make the annual payment by the Cascade Holdings on the two leases $600.00.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
Ottawa.

P.S. Mr.Harper states he consulted Mr.Caldwell personally in this matter when in Ottawa recently.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

7.11167-3

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

COTTON COMPANY, LIMITED

-of-

Three parcels of land in the
Seymour Creek Indian Reserve
No. 2, on the north shore
of Burrard Inlet, B. C.,
containing 11.9 acres,

for 10 years

from 15th Sept., 1925,
renewable.

Dated 6th November, 1926.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

File 11,167-3.

(Duplicate)

THIS INDENTURE, made this Sixth day of November, in the year of our Lord One thousand nine hundred and twenty-six,

Between HIS MAJESTY KING GEORGE V, represented by the Superintendent General of Indian Affairs,

of the First Part;

And COTTON COMPANY, LIMITED, of the City of Vancouver,

of the Second Part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the parties of the second part, their executors, administrators and assigns, to be paid, done and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease, unto the said parties of the second part, their executors, administrators and assigns, All those parcels of land situate in the Seymour Creek Indian Reserve number Two on the north shore of Burrard Inlet in the Province of British Columbia and Dominion of Canada, containing together by admeasurement eleven acres and nine-tenths of an acre, more or less, being composed of,-

FIRSTLY, a parcel on the easterly side of the right of way of the Burrard Inlet Tunnel and Bridge Company, described as follows,- Commencing at a point on the northeasterly limit of the said right of way distant three hundred and thirty-nine feet measured south sixty-eight degrees and forty-three minutes east from the westerly limit of the said Indian reserve; thence south seventy-nine degrees and forty minutes east five hundred and seventy feet; thence south seventy degrees and forty-eight minutes east three hundred and fifty feet; thence south thirty-two degrees and forty-three minutes

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

595.5

east five hundred and ninety-three feet and five-tenths of a feet; thence west three hundred and seventy-seven 312.8 feet and eight-tenths of a feet more or less to the northeasterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company; thence northwesterly on a curve along said limit to the place of beginning, containing five acres and seven-tenths of an acre, more or less.

SECONDLY, Commencing at a point on the southwesterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company distant five hundred and twenty-five feet measured along the said southwesterly limit, southeasterly from the west limit of the said Indian Reserve; thence south ten degrees and twenty-three minutes west three hundred and seventy-seven feet; thence south eighty-one degrees and twenty-nine minutes east five hundred and thirty-feet and two-tenths of a feet more or less to the southwesterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company; thence northwesterly on a curve along the said limit to the place of commencement, containing by admeasurement two acres and six-tenths of an acre, more or less.

THIRDLY, beginning at the point where the southwesterly limit of the right of way of the Burrard Inlet Tunnel and Bridge Company intersects the west boundary of the said Indian Reserve; thence southeasterly along the said southwesterly limit five hundred and twenty-five feet; thence south ten degrees and twenty-three minutes west three hundred and seventy-seven feet; thence south no degrees and four minutes east five hundred and ninety feet to the shore of Burrard Inlet, which is the point of commencement; thence north no degrees and four minutes west five hundred and ninety feet to the southwest corner

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of the parcel described as "SECONDLY"; thence south eighty-one degrees and twenty-nine minutes east two hundred and fifty-six feet and two-tenths of a foot; thence south no degrees and four minutes west six hundred and ten feet to the shore of Burrard Inlet; thence westerly following the shore of Burrard Inlet to the point of commencement, containing three acres and six-tenths of an acre, more or less.

As these parcels of land are shown upon a plan of portions of Seymour Creek Indian Reserve number Two, North Vancouver, British Columbia, accompanying lease to Cotton Company, Limited, as surveyed by J. Rodger Burnes, British Columbia Land Surveyor, dated December 1925, copy of which is attached hereto.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said parties of the second part, their executors, administrators and assigns, for, and during, and unto the full end and term of ten years to be computed from the Fifteenth day of September, One thousand nine hundred and twenty-five (renewable on such terms and conditions as may be agreed upon, but at a rental of not less than One thousand dollars per annum) and from thenceforth ensuing, and fully to be completed and ended, SUBJECT, NEVERTHELESS, to a determination or cession of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned, yielding and paying yearly during the said term, unto the said party of the first part, the clear yearly rent or sum of Five hundred dollars, without any deduction whatsoever, payable yearly in advance on the Fifteenth day of September in each year of the term, and a royalty of six cents per cubic yard for all material removed from the land hereby leased, payment to be based on sworn returns furnished by the parties of the second

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part. Any necessary buildings erected by the parties of the second part, shall, at the expiration of lease, remain their property.

The parties of the second part may dredge a channel having a width of seventy-five feet, as shown on blue print hereto attached, for the purpose of giving access to scows and other water-craft to the land herein described, on the distinct understanding that such channel, when cut, shall be made available for the Indians and for the purposes of the Department, as right of way to properties within the Reserve, which such water-way may serve.

The portion marked "road" in black ink, running at right angles to the west boundary of Reserve and the east boundary of the land hereby leased, may be constructed by the parties of the second part if desired to give access to the land herein described, but shall be available as right-of-way for the general use of the Reserve.

Payment of Five hundred dollars is hereby acknowledged, being rental under this lease for the first year.

A

And the said parties of the second part do hereby for themselves, their heirs, executors, and administrators, covenant with the said party of the first part, his successors and assigns, that they the said parties of the second part, their heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent and royalty on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during

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the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that they the said parties of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will they do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that they the said parties of the second part, their executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as it may be possible to do so.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Ministerby notice in writing under his

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provises, stipulations, or conditions, shall not be thereby prejudiced.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED,
In the presence of

H.G. Ogilvy

As to the signature of the Deputy of the Superintendent General of Indian Affairs.

Charles C. Perry
Indian Agent.
As to the signature of Wm Ellis. for party of the second part.
Vancouver. B.C.
November 1/1926

Deputy of the Superintendent General of Indian Affairs.

Wm Ellis

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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File 13167-50

THIS INDENTURE made the twenty first day of October in the year of our Lord one thousand nine hundred and thirty two.

Between HIS MAJESTY KING GEORGE V. represented by the Superintendent General of Indian Affairs,

of the First Part,

And CASCADE HOLDINGS, LIMITED, a body corporate, incorp--orated under the laws of the Province of British Columbia, with registered offices at Room 25, 410 Seymour Street, in the City of Vancouver, Province of British Columbia,

of the Second Part,

And CASCADE ROCK & GRAVEL COMPANY, LIMITED, a body corporate, incorporated under the laws of the Province of British Columbia, with registered offices at 410 Seymour Street, in the City of Vancouver, Province of British Columbia,

of the Third Part,

WITNESSETH that in consideration of the rents, covenants, and agreements, hereinafter reserved and contained on the part of the Party of the Second Part to be paid, observed, and performed, the Party of the First Part hath demised and leased, and by these presents doth demise and lease unto the Party of the Second Part all those parcels or tracts of land, situate, lying, and being in the Province of British Columbia, being portions of the Seymour Creek Indian Reserve number two, North Vancouver, which may be more particularly described as follows:-

Commencing at a point on the Northerly boundary of the Burrard Inlet Tunnel & Bridge Company Right-of-Way, said point being South 68° 43' East, a distance of 344.4 feet from the intersection of the West boundary of the Seymour Creek Indian Reserve number two and the said Northerly boundary of said Right-of-Way; thence South 79° 40' East, a distance of 150 feet; thence ~~South~~ 70° 48' East, a distance of 350 feet; thence South 32° 43' East, a distance of 595.5 feet, thence

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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a distance of 312.8 feet, more or less, to the Easterly boundary of the said Right-of-Way: thence in a Northwesterly di direction along the said Easterly and Northerly boundary of the said Right-of-Way, said boundary being on a curve of a radius of 1532.7 feet, to the point of commencement, containing 5.7 acres, together with a 2.79 acre portion of the said Reserve which may be more particularly described as follows:-

Commencing at a point on the Southerly boundary of a strip of land reserved for trackage 20 feet wide, adjoinin the Southerly boundary of the Burrard Inlet Tunnel & Bridge Company's Right-of-Way, said point being distant from the intersection of the Westerly boundary of said Reserve with the Southerly boundary of the said strip of land the following bearings and distances: South 67° 40' East, 279.1 feet; and South 64° 01' East, 174 feet; thence South 7° 57' West, 484.6 feet; thence South 82° 03' East, 163.01 feet; thence North 40° 31' East, 204.86 feet; thence North 11° 27' East, 158.79 feet; more or less to the Southerly boundary of said strip of land; thence in a Northwesterly direction along the Southerly boundary of said strip of land, said boundary being on a curve to the left of radius 1362.7 feet, a distance of 322.6 feet more or less to point of commencement containing 2.79 acres, and a further two portions of the said reserve containing together four acres and five tenths of an acre more or less, comprising those two bars of gravel which lie West of the East boundary of the said Indian Reserve, as surveyed in 1880, nearly opposite to the Keith Road, as these two bars are shown in pink on a plan of the North East portion of Indian Reserve number two, Squamish Band, showing gravel bars certified correct as surveyed in January 1906, by J.Rodger Burnes, British Columbia Land Surveyor, dated November 1926, which plan is of record in the surveys branch of the Department of Indian Affairs under number G.322.

TO HAVE AND TO HOLD the said parcels or tracts of land and premises hereby demised with the appurtenances unto

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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the said Party of the Second Part, its successors and ass... for a term of twenty one years from the first day of October, one thousand, nine hundred, and thirty two, renewable upon such terms and conditions as may be agreed upon; yielding and paying therefor the clear yearly rent or sum of six hundred dollars ($600.00) of lawful money of Canada, in four equal quarterly payments of one hundred and fifty dollars ($150.00) in each payment, to be made on the first days of January, April, July, and October respectively in each and every year during the said term, without any deduction, defalcation, or abatement therefrom, for, or in respect of any taxes, charges, rents, assessments. or impositions whatever, either now or hereafter to be taxed, charged, rated, or assessed on the said demised premises or any part thereof, or for or on account of the same; the first payment to become due on the first day of October A.D. 1932, together with a royalty of six cents (6¢) upon every yard of sand or gravel taken by it from the said premises. All payments of royalty to be computed up to and including the first day of October and the first day of April in each and every year and to be determined by the books and records of the Party of the Second Part, verified by the affidavit of the Secretary-Treasurer or other proper officer to be now to the veracity of the same, and to be payable by the Party of the Second Part within sixty days after the first day of April and the first day of October respectively in each year. Also Party of the Second Part covenants with the Party of the First Part, that it will keep proper, sufficient, and accurate or set accounts of allsand and gravel taken by it from the demised property and that such accounts will be open to inspection to be, on the Party of the First Part and its auditor or other representative appointed therefor by the auditor as may be reasonably required by the Party of the First Part. Said rent of Six hundred dollars ($600.00) per annum is to be subject to a revision every five years by the Party of the First Part; such revision shall not at any time increase or decrease the rental

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existing at the time of such revision by a sum greater than twenty five per centum.

And it is hereby agreed that if the term hereby granted shall be at any time seised or taken in execution or attachment by any creditor of the Party of the Second Part, or if the Party of the Second Part shall make any assignment for the benefit of its creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Party of the First Part, immediately become forfeited and void.

And the said Party of the Second Part for itself, its executors, administrators and assigns, covenants with the said Party of the First Part, his successors and assigns, that it shall and will from time to time and at all times during the term hereby granted well and truly pay to the said Party of the First Part, his successors and assigns, the said yearly rent and the royalty on the days and times the same shall respectively become due as aforesaid, and also well and truly pay all taxes, charges, dues and duties whatsoever, which now are or hereafter shall, during the said term, be payable in re respect of the aforesaid premises, whether the same shall be rated or assessed on the landlord or tenant thereof; and also that it, the said Party of the Second Part shall not, nor will during the said term, grant, demise, assign, transfer, or set over, or otherwise by any act or deed, procure or cause the said lands and premises hereby demised or intended so to be, o any part thereof, or any estate, term, or interest therein, to be granted, assigned, transferred, or set over, to any person or persons whomsoever, without the consent in writing of the said Party of the First Part first had and obtained; which sai consent in writing, it is also agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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or will they do or suffer any act or deed whereby the said term or any unexpired part thereof shall or may be taken in execution, seized, or sold. And also that they will not at any time during the said term lop, top, cut down, or destroy any trees or timber growing on the said land. And shall not nor will sell or permit or suffer to be sold or used on said premises any spirituous liquors, ale, beer, or any intoxicating beverage whatever.

Employment shall be given to Indians to as great an extent as may be possible.

And it is further agreed as follows:-

Firstly. That should the Parties to this agreement decide not to renew this lease at the expiration of the term hereby granted, then the Party of the Second Part, its successors and assigns shall, provided all rents and royalties have been paid, have the right to remove all the buildings, houses, and erections, by it placed, erected, and being on the premises within a reasonable time, unless the Party of the First Part, his heirs, successors, administrators, or assigns, wish to purchase the said buildings, houses, and erections. Then, and in such case, the said buildings, houses, and erections shall be duly valued and appraised by appraisers named and appointed one of them by the Party of the First Part, his heirs, successors, administrators, or assigns, the other by the Party of the Second Part, its successors and assigns, with power to them, the said appraisers, to name and call in a third if they cannot agree; such appraisement to be made within fourteen days from and after the determination of the term hereby demised, who shall fix on the value under the conditions aforesaid; and the Party of the First Part hereby, for himself, his heirs, successors, administrators, or assigns, covenants, promises and agrees to and with the Party of the Second Part, its successors and assigns, that he or it or some one of them will pay or cause to be paid to the said Party of the Second Part, its successors or assigns, the full sum of money so to be

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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fixed by the said appraisers, or their referee, as the value of or compensation for the said houses, buildings, or erections on the said demised premises then standing and being.within one calendar month after such value is ascertained and declared as aforesaid.

Secondly. That should the said lease be renewed for a second term as aforesaid, under the terms and conditions herein provided for the granting of such renewal, by the Party of the First Part , his heirs, successors, administrators, and assigns, to the said Party of the Second Part, its successors and assigns, that at the end of such renewal term the Party of the Second Part, its successors and assigns, shall have the right and privilege of removing all buildings, houses, and erections, placed, erected, and being on the said premises at the expiration of the said renewal term within a reasonable time, provided all rents and royalties have been p paid, unless the Party of the First Part, his heirs, successors, administrators, and assigns, wish to purchase the said buildings, houses, and erections, then being on the said premises at a value to be ascertained by appraisement as aforesaid, and within the time, and according to the terms, conditions, and agreements above mentioned and expressed.

The Party of the First Part hereby covenants and agrees that he will not during the term or terms of these presents or any renewal thereof, allow the removal of the dis -posal of any sand or gravel within the confines of Indian Reserve number two, from the bed of Seymour Creek upstream from the lands hereby demised, other than such sand or gravel or other material as the Department of Indian Affairs may require for its own use.

The Party of the Third Part, as the former lessee and present occupant of the property hereby demised hereby consents to these presents, and hereby surrenders and releases unto the Party of the Secodn Part, all the lands hereinbefore

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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set forth, and all its rights therein, and any unexpired residue of the term of years granted by the lease at any time held by the said Party of the Third Part, and all its estate and interest therein.

AND IT IS FURTHER AGREED between the parties hereto that all occupants or lessees of any of the lands situate within Seymour Creek Indian Reserve number two shall have the right to use any and all roadways or waterways now in existence or which may hereafter be dedicated or constructed within the said Seymour Creek Indian Reserve number two.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED, and DELIVERED in the presence of as to the signature of the Deputy Superintendent General of Indian Affairs.	Deputy Superintendent General of Indian Affairs.

CASCADE HOLDINGS LIMITED

President

Secretary

CASCADE ROCK & GRAVEL COMPANY LIMITED

President.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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13,167-50A.

Ottawa, December 30, 1932.

Sir,-

Referring to your letter of the 28th ultimo, I enclose herewith copies, in triplicate, of gravel lease to Cascade Holdings, Limited, of certain parcels in the Seymour Creek Indian Reserve No. 2, which you might present to the lessees for signature and then return to the Department for execution by the Deputy Superintendent General. There has been some delay in the preparation of these leases, owing to difficulty in finding proper descriptions by metes and bounds, and I should like you to read the lease carefully in order to ascertain whether such terms and conditions as are therein set forth are sufficient for the protection of the Indian interests in the matter.

Enclosure.

The Department has been unable to satisfactorily adjust or arrange payments of rental which have in the past been made by the Cascade Rock & Gravel Company, Limited, and the statement which accompanied your letter of October 21st last does not correspond with our records. For instance, the remittance which was made on the 9th of July, 1930, from your office, of the sum of $718.97, was at the time stated to represent royalties, but presumably, from the latest statement submitted, at least part of this amount was intended to be credited to rental. You will understand, therefore, that pending adjustment of such discrepancies, this question of rental and royalty payments cannot be settled.

I have to request that you ask the Cascade Rock & Gravel Company to furnish you with a statement in detail of all payments made in connection with their leases, under two heads,--royalty and rental. The

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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Department hopes that when such statement is received, we may be able to correct our records in a manner which will agree with the records of the Company. Your early attention to this phase of the matter will be appreciated.

Your obedient Servant,

A. F. MacKenzie,
Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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File 13,167-50A.

CANADIAN PACIFIC TELEGRAPHS

T.D. 2X

CLASS OF SERVICE DESIRED	
Day Message	
Day Letter	
Night Message	
Night Letter	

Please mark X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

MONEY TRANSFERRED BY TELEGRAPH TO PRINCIPAL POINTS IN CANADA AND THE UNITED STATES

CANADIAN PACIFIC COMMUNICATIONS

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD
RADIOGRAMS TO SHIPS

NO.	CASH OR CHG.
TIME FILED	
CHECK	

W. D. NEIL, General Manager of Communications, Montreal

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.
Veuillez expédier la dépêche suivante aux conditions mentionnées au verso auxquelles je consens par les présentes.

Ottawa, December 30, 1932.

A. M. Harper,
c/o Harper & Sargent,
Barristers,
Vancouver, B. C.

Draft leases to Cascade Holdings, Limited, mailed to Agent Ball today. Delay caused by discrepancy between records of Department and statement furnished by lessees with respect previous payments rentals and royalties Stop Agent requested to obtain further information.

J. C. Caldwell.

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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LEASE NO. 146 RENTAL $330.00 per year LEASE NO.197 RENTAL $225.00 per year.

ASSIGNED TO SEABOARD OIL & REFINING CO. DEC. 31/29.

		Charges	Credits
	Rental on No. 146 to Dec. 31/29 - 20½ months-	563.74	
	Mrs. Alphonse James - House -	250.00	
	Little George - Shack -	50.00	
May 8, 1928	Paid by cheque		330.00
May 8, 1928	Paid by cheque		300.00
Dec. 28, 1929	Paid by cheque C 9229 receipt		233.74
	Rental on No. 197 to Dec. 31/29 - 11 months	206.25	
	House, trees, etc.	400.00	
Sept.26, 1929	Paid by cheque rental		225.00
Oct. 28, 1929	Paid by cheque improvements		400.00
	Balance credited to No. 128	18.75	
		$ 1,488.74	1,488.74

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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(3)

LEASE NO. 146 RENTAL $330.00 per year LEASE NO.197 RENTAL $225.00 per year.

ASSIGNED TO SEABOARD OIL & REFINING CO. DEC. 31/29.

		Charges	Credits
	Rental on No. 146 to Dec. 31/29 - 20½ months-	563.74	
	Mrs. Alphonse James - House -	250.00	
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May 8, 1928	Paid by cheque		330.00
May 8, 1928	Paid by cheque for improvements		300.00
Dec. 28, 1929	Paid by cheque C 9229 receipt		233.74
	Rental on No. 197 to Dec. 31/29 - 11 months	206.25	
	House, trees, etc.	400.00	
Sept.26, 1929	Paid by cheque for rental		225.00
Oct. 28, 1929	Paid by cheque for improvements 7.90 167		400.00
	Balance credited to No. 128	18.75	
		$ 1,488.74	1,488.74

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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LICENCE NO.128 GRANTED SEPT.15TH, 1926 ROYALTIES @ .06 per C yds.

		Charges	Credits
Oct. 31, 1926	12,866½ cu. yds. @ .06 - 1½ months		771.99
Dec. 29, 1926	Paid by cheque	771.99	
Dec. 31, 1926	7,248 cu. yds. @ .06- 2 months		434.88
June 30, 1927	23,372½ cu.yds. @ .06-6 months		1,402.35
Aug. 17, 1927	Paid by cheque	434.88	
Oct. 22, 1927	Paid by cheque	334.83	
Dec. 15, 1927	Paid by cheque	1,067.52	
Dec. 31, 1927	25,408 cu.yds. @ .06 - 6 months		1,524.48
Mar.16, 1928	Paid by cheque	500.00	
Mar. 22, 1928	Paid by cheque	400.00	
Apr. 13, 1928	Paid by cheque	624.48	
Aug. 16, 1928	Paid by cheque	1,100.00	
Mar. 26, 1929	Paid by cheque	750.00	
Oct. 31, 1929	Paid by cheque	1,000.00	
Dec. 31, 1929	62,450 cu. yds. @ .06 - 24 months		3,747.00
May 1, 1930	Paid by cheque	897.00	
Dec. 30, 1930	16,153 cu. yds. @ .06 - 12 months		969.18
July 9, 1931	Paid by cheque	718.97	
Feb. 19, 1932	Paid by cheque	700.00	
June 30, 1932	12,300 cu. yds. @ .06 - 18 months		738.00
Sept.30, 1932	1,385 cu. yds. @ .06 - 3 months		83.10
Oct. 22, 1932	Paid by cheque - receipt C.13857	371.31	
		$ 9,670.98	9,670.98

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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(2) Lease 128

LEASE NO.128 GRANTED SEPT.15TH, 1926 ROYALTIES @ .06 per C yds.

		Charges	Credits
Oct. 31, 1926	12,866½ cu. yds. @ .06 - 1½ months		771.99
Dec. 29, 1926	Paid by cheque	771.99	
Dec. 31, 1926	7,248 cu. yds. @ .06- 2 months		434.88
June 30, 1927	23,372½ cu.yds. @ .06-6 months		1,402.35
Aug. 17, 1927	Paid by cheque	434.88	
Oct. 22, 1927	Paid by cheque	334.83	
Dec. 15, 1927	Paid by cheque	1,067.52	
Dec. 31, 1927	25,408 cu.yds. @ .06 - 6 months		1,524.48
Mar.16, 1928	Paid by cheque	500.00	
Mar. 22, 1928	Paid by cheque	400.00	
Apr. 13, 1928	Paid by cheque	624.48	
Aug. 16, 1928	Paid by cheque	1,100.00	
Mar. 26, 1929	Paid by cheque	750.00	
Oct. 31, 1929	Paid by cheque	1,000.00	
Dec. 31, 1929	62,450 cu. yds. @ .06 - 24 months		3,747.00
May 1, 1930	Paid by cheque	897.00	
Dec. 30, 1930	16,153 cu. yds. @ .06 - 12 months		969.18
July 9, 1931	Paid by cheque	718.97	
Feb. 19, 1932	Paid by cheque	700.00	
June 30, 1932	12,300 cu. yds. @ .06 - 18 months		738.00
Sept.30, 1932	1,385 cu. yds. @ .06 - 3 months		83.10
Oct. 22, 1932	Paid by cheque - receipt C.13857	371.31	
		$ 9,670.98	9,670.98

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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LEASE NO. 128 RENTALS $500.00 per year 11.9 ACRES

		Charges	Credits
	Sept. 15th, 1926 to Sept. 15th, 1927- rent		500.00
Dec. 29, 1926	Paid by cheque	500.00	
	Sept. 15, 1927 to Sept. 15, 1928 - rent		500.00
Nov. 10, 1927	Paid by cheque	500.00	
	Sept. 15, 1928 to Sept. 15, 1929 - rent		500.00
Dec. 15, 1928	Paid by cheque	500.00	
	Sept. 15, 1929 to Dec. 31, 1929 - rent		145.85
Dec. 28, 1929	Paid by cheque - receipt C 9229	145.85	
	NOTE:- 3.41 acres assigned to Seaboard Oil & Refining Co. Dec. 31,1929, leaving 8.49 acres at a rental of $29.71 per month.		
	Jan. 1, 1930 to Sept. 30th, 1932- 33 months @ $29.71		980.44
Sept.26, 1929	Overpaid on Lease No. 197 C 7176	18.75	
Dec. 11, 1930	Paid by cheque	250.00	
Oct. 6, 1931	Paid by cheque	350.00	
Mar. 15, 1932	Paid by cheque	350.00	
Oct. 22, 1932	Paid by cheque - receipt C.13857	11.69	
		$ 2,626.29	2,626.29

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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PUBLIC ARCHIVES
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CANADA

(1)

LEASE NO. 128 RENTALS $500.00 per year 11.9 ACRES

		Charges	Credits
	Sept. 15th, 1926 to Sept. 15th, 1927- rent	29/12/26	500.00
Dec. 29, 1926	Paid by cheque	500.00 ✓	
	Sept. 15, 1927 to Sept. 15, 1928 - rent	10/11/27	500.00
Nov. 10, 1927	Paid by cheque	500.00 ✓	
	Sept. 15, 1928 to Sept. 15, 1929 - rent	15/12/28	500.00
Dec. 15, 1928	Paid by cheque	500.00 ✓	
	Sept. 15, 1929 to Dec. 31, 1929 - rent	28/12/29	145.85
Dec. 28, 1929	Paid by cheque - receipt C 9229	145.85	
	NOTE:- 3.41 acres assigned to Seaboard Oil & Refining Co. Dec. 31,1929, leaving 8.49 acres at a rental of $29.71 per month.		
	Jan. 1, 1930 to Sept. 30th, 1932- 33 months @ $29.71		980.44
Sept.26, 1929	Overpaid on Lease No. 197 C 7176	18.75 ok	
Dec. 11, 1930	Paid by cheque	250.00 ✓	
Oct. 6, 1931	Paid by cheque	350.00 ✓ ok	
Mar. 15, 1932	Paid by cheque	350.00 ✓	
Oct. 22, 1932	Paid by cheque - receipt C.13857	11.69 ✓	
		$ 2,626.29	2,626.29

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

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13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
January 11, 1933.

Your File 13167-50A.

Sir:-

I beg to acknowledge receipt of your letter of the 30th ultimo with triplicate leases to the Cascade-Holdings Ltd. on Seymour Creek Squamish No.2 Reserve, which are returned herewith.

In reading these leases I found a few slight errors which I have corrected and had initialed by the Cascade Holdings' officers. They will readily reveal themselves, being in red ink.

The terms of the lease give the same protection to the Indians as other gravel leases have done in the past and appear to be entirely satisfactory.

On the last page is the additional word "railways" which the Cascade Holdings Ltd. and their representative, Mr.Harper, wished inserted. I do not know if I have exceeded my authority in adding this word. It refers to an old railway spur on the reserve which the Company considers may some day be used by these and other lessees. Under your file 11167/3, January 3, 1923, in a letter to Pemberton and Sons, Vancouver, paragraph 3, authority was given to the Northern Construction Co. to build this spur-line for conveying 100,000 cubic yards of filling material from the Reserve to the Second Narrows Bridge right-of-way at a rental of $200.00 per annum. It has apparently not been used since.

Replying to the third paragraph of your letter, I enclose herewith statements, in duplicate, supplied by the Cascade Rock and Gravel Co. showing their payments to date under royalty and rentals. This is the first time I have been able to obtain a complete statement from them. While the amounts received are no doubt according to your records, the application of them is confusing, also the manner in which the Company has paid for various periods, and claimed credit for reduction in acreage. All recent cheques have always been "on account" with a promise of final settlement.

On page 1 of these statements, they have credited themselves with $980.44 on account of 3.41 acres assigned to the Seaboard Oil Co. (see File 13167-50) Lease 228 and agreement attached thereto. Their original lease covered these parcels amounting in all to 11.9 acres. Their assignment to the Seaboard Oil Co. was 3.41 leaving two parcels 5.7 acres and 2.79 acres or 8.49 acres (plus the area covered by the Rosenberg lease, approximately 2 acres) which is the

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

area.....

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

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area on their new lease. The Cascade Company is claiming credit from January 1, 1930, to September 30, 1932, on this assigned area. The Seaboard Oil Co. paid one year's rental from July 1, 1930, to July 1, 1931, and has paid nothing since, so that for the first six months of 1930 no rental was paid on the 3.41 acres. However, the amount collected from the Seaboard Oil Co., viz. $3,321.00 covers any possible loss of revenue as they did not use the Reserve in any way.

Rental Under Lease No 228

I trust the total rentals and royalties will be found correct and that the proper entries can now be made from these statements.

I would call attention to Mr.Ellis' indebtedness on Lease 158 which he wishes to be kept separate from these present leases although he is responsible for the rentals.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

B/HM.

Enclosures:-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

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13,167-50.

Misc. Hd.

January 20, 1933.

Sir,-

I beg to acknowledge the receipt of your letter of the 11th instant, and return herewith the duplicate and triplicate copies of Departmental lease to the Cascade Holdings, Limited, covering gravel rights on the Seymour Creek Reserve No. 2.

Enclosures.

Lease No 288

The correction which you made on page 1 of this lease, altering the figures 150 to 510, is quite correct. The corrections on page 2, however, were unnecessary, as the figures given in the copies are correct according to our Departmental records. These corrections, you may note, have not been initialled, and there is no reason why any further delay in this matter should occur.

Lease No 288
Folio 166
Vol III

The triplicate copy should be sent to the lessees, and the duplicate retained in your office for purposes of record. Whatever rental payments are now due should be collected at once and forwarded to the Department.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

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13167-50

EXD.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JAN 30 1933

203-6 Rogers Bldg.
Vancouver, B.C.
January 24th.1933.

file 13167-50

Sir;

I beg to acknowledge receipt of your letter of the 20th. inst. with enclosures by registered mail.

I do not quite understand your statement that the corrections have not been initialled, as the president and Will Ellis have both initialled. The only conclusions I can arrive at are that either you require my initials to the corrections, or the word "not" is an error for "now". To avoid delay I am presuming the latter.

I have the honour to be
Sir
Your obedient servant.

(F.J.C. Ball)
Indian Agent.

Secretary Department Indian Affairs.
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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c o p y.

SEABOARD OIL AND REFINING COMPANY LIMITED.

City Office,
422 Standard Bank Building
Vancouver, B.C.,

December 10, 1933.

Department of Indian Affairs,
203 Rogers Bldg., Vancouver, B.C.

Gentlemen:

On behalf of Seaboard Oil & Refining Company, we have returned to your Mr.Ball, the original lease covering a portion of Seymour Reserve, just west of and adjoining Second Narrows bridge, for cancellation.

This action is taken by us in accordance with assurance given some time ago that we would return said lease upon request if the department had other applications for the lands prior to the time we arranged finances for the completion of our original plans. We regret to state that it has been impossible for us to complete this financing.

Thanking your department for the kindly consideration given to this company during the period of our endeavors to establish this industry in British Columbia, we remain,

Very truly yours,

Seaboard Oil & Refining Co.Ltd.,

By (Sgd.) David B.Boyd,

President,

(Sgd.) E.Robertson,

Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lease

203-6 Rogers Bldg.,
Vancouver, B.C.,
January 25, 1934.

Re Lease 228, Seymour Creek Reserve
(Squamish No.2).

Sir:-

I beg to enclose herewith copy of a letter received from the Seaboard Oil Co. regarding the above lease which is now several years in arrears and no use has been made of the property by the Company since they obtained the lease. They did some improving of the water front by dredging but for over two and one-half years have not been operating.

It would appear that the lease should be cancelled as the Second Narrows Bridge will be repaired this year and we may have an opportunity of renting the land.

I presume the Department has this matter under consideration and will advise me in due course.

The duplicate and triplicate copies of the lease are on file in this office.

I have the honour to be,
Sir,
Your obedient servant,

Enclosure:-

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

31st Jan. 1934

Mr. Caldwell.

Lease No 225 -

Seaboard Oil & Refining Company, Ltd.

18.1 acs. on Seymour Creek Ind. Res. No 2

21 yrs. from 1 July 1930 Renewable

$332.00 per an for 1st 8 yrs - payable yrly in advance

Pd. to 30th June 1931

J.H.G.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

File 13167-50.

Lease No. 228.

Department of Indian Affairs,
Ottawa, February 1st, 1934.

WHEREAS a Lease dated July 1st, 1930, was issued to the Seaboard Oil and Refining Company, Limited, covering eighteen and one-tenth acres on the Seymour Creek Indian Reserve Number Two, said Lease being issued subject to certain conditions.

AND WHEREAS it has been represented and established to my satisfaction that the conditions, under which the said lease was issued, have been violated.

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs, by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said land.

Harold W. Wolfe

Deputy Superintendent General
of Indian Affairs.

Noted
Folio 62. Vol. III
H.G.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

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13167-50A.

February 5th, 1934.

Dear Sir,-

I desire to acknowledgereceipt of your letter of the 25th ultimo, re Lease No. 228, issued by this Department some years ago to the Seaboard Oil and Refining Company, Limited.

In view of existing circumstances, this lease has been formally cancelled by the Department as and from the 1st instant, and the lands covered thereby are now available for other disposition. It will be noted that rental at the rate of $332.00 per annum is unpaid since the 30th June, 1931, and I should like you to report whether, in your opinion, you consider that action should be taken against this Company for payment of these arrears. The amount owing is very substantial and if at all possible, in the interests of the Indians, some adjustment should be made, but any contemplated action will be deferred pending your advice.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

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13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
February 9, 1934.

Your File 13167-50A.

Sir:-

I beg to acknowledge receipt of your letter of the 5th instant regarding the Seaboard Oil Co.lease. The Company does not now exist, and the former president, Mr. D.B.Boyd, is living in California. The Company has no assets in this Province so far as I can ascertain and I judge that Mr.Boyd was only a promoter.

Under these circumstances I can not see how anything can be done to collect all or any of the amount owing on the lease. The Indians are fully aware that we are not receiving any revenue from this lease. The fact of the lease being held by the Seaboard Oil.Co. has not hitherto prevented us from obtaining revenue from the land in question as no inquiries were made about it until recently. This was partly on account of the Second Narrows Bridge being out of commission for several years. As this bridge is now being repaired, it is quite possible that we shall receive applications for leasing it.

I do not know the legal limit of time in which action could be commenced for recovery of the over-due rental, but I could not advise any action at the present time. If I can find out anything which would justify action being taken, I will immediately report the facts for your consideration.

Enclosures:-

B/HM.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

Duplicate.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
May 8, 1934.

Your File 13167-50A.

Sir:-

I beg to refer further to your letter of the 5th February last regarding rental due from the Seaboard Oil Co. I find that their address is:-

936 Pacific Electric Bldg.,
Los Angeles, Calif.

There is rental due up to date of cancellation of lease of two and one-half years at $5,321.00 per annum or $8,302.50. I do not know enough about the legal phase of bringing action against foreign debtors or whether there would be any possibility of collecting any or all of this amount from the Company.

I mentioned in my report of February 9th that the Company does not now exist, I meant in British Columbia.

I understand the "Company" is only an office and that they do not operate, but am trying to find out more by correspondence with Los Angeles.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
May 8, 1934.

Your File 13167-50A.

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I understand the "Company" is only an office and that they do not operate, but am trying to find out more by correspondence with Los Angeles.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50.

Ottawa, May 17th, 1934.

Dear Sir,-

I beg to acknowledge receipt of your letter of the 8th instant, in which you refer to the collection of rental due from the Seaboard Oil and Refining Company, Limited, formerly lessees of a portion of the Seymour Creek Indian Reserve No. 2.

It is doubtful whether the Department will ever obtain any of these arrears, but the recent action which you have taken is appreciated and it may be possible that you will obtain some further information of interest from other sources.

Your obedient servant,

A.F. MacKenzie,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-50

77-167

Kamloops, B.C., Dec. 17, 1934.

VANCOUVER AGENCY INSPECTION REPORT NO. 5.

x x x

Most of the leases were up to date. No. 288, The Cascade Holdings, C/o Messrs Foster & Bennett-Leonard, of the Royal Trust Building, Vancouver, B.C., owe $950.00 ok royalties to October 1st. last. Mr. Ball has endeavoured to get payment through the above named people, who apparently are holding this property in trust. Lease No. 158, in the name of Will Ellis, who is now dead, is really the same party as Lease 288 mentioned above. There is also a considerable amount owing on this lease. (#1533 33 – 29.12/34)

x x x

G. S. Pragnell.

Inspector of Indian Agencies.

Victoria, B.C., Dec. 20, 1934.

It is presumed that the authority of the Department for the transfer of the holdings under leases 288 and 157 (158) referred to by the Inspector to the trusteeship mentioned, has been obtained. If such is not the case, it is considered that Agent Ball should be given the necessary instructions based on records at the Department. This office has no records respecting these leases.

x x x

C. C. Perry.

Asst. Indian Commissioner for B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

203-6 Rogers Bldg.,
Vancouver, B.C.,
December 29th. 1934.

Sir:-

Re: Cascade Holdings, Limited,
Seymour Creek No. 2, Lease No. 288.

I have received a remittance of $1000. from the above firm to apply on rental, which is long overdue.

I have already advised you that Mr. Will Ellis died some time ago, and Messrs. Foster and Barrett-Lennard, accountants, appear to be handling the late Mr. Will Ellis' affairs.

According to my records this $1000. pays the rental to the 31st. instant, plus $50.00. No statement of royalties has been received from the Cascade Holdings since the lease was granted, and I have drawn this to the attention of Foster and Barrett-Lennard on several occasions.

The remittance referred to above will be forwarded with my rent return in the usual way. I will be glad to know if the record of rent as mentioned above agrees with the records of the Department.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F. J. C. Ball)
Indian Agent.

B/GM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
December 29th. 1934.

Sir:-

Re: Cascade Holdings, Limited,
Seymour Creek No. 2, Lease No. 288.

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The remittance referred to above will be forwarded with my rent return in the usual way. I will be glad to know if the record of rent as mentioned above agrees with the records of the Department.

I have the honour to be,
Sir,
Your obedient servant,

(F. J. C. Ball)
Indian Agent.

B/GM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS

OFFICE OF

INSPECTOR OF INDIAN AGENCIES

BRITISH COLUMBIA

P.O. BOX 752
KAMLOOPS, B.C.

January 3, 1935.

V-G-2108

Dear Sir:-

With reference to my last Report, No. 5, Vancouver Agency, in which I reported that Cascade Holdings were behind in their rentals, as was also the Will Ellis Estate, I have just received a communication from Mr. Indian Agent Ball, in which he informs me that the Cascade Holdings have just paid $1000.00, which pays their rent in full to December 31st., 1934, and $50.00 over to apply on the next quarter's rent.

Mr. Ball informs me that they still owe for gravel royalties for two years. The Will Ellis Estate owes $2000.00 on his personal lease and Mr. Ball does not hold out much hope of obtaining same.

no royalties pd.

#1933 33.

Yours truly,

(Geo. S. Pragnell)
Inspector of Indian Agencies

GSP/S.

The Secretary,
Department of Indian Affairs,
OTTAWA, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

48/41829.

November 4, 1935.

Dear Mr. Ball:

During a visit which I recently made to the North Shore, I called at the plant of Messrs. Cascade Rock & Gravel Company in the Seymour Creek Reserve, and noticed that the overflow water from the gravel plant back to the creek is so close to the bank that the water is seriously undermining the dry land area which is of considerable value in the reserve and some of which has already been eroded in this way. It is requested that you call the lessees' attention to this and point out that the natural erosion of Seymour Creek is sufficiently menacing to the reserve without adding to it in the manner indicated. The Company should be asked to remove this menace at once and should be advised that the Department will hold them responsible for any damages that may result through their neglect to do so.

It is noted in the report of Inspector Pragnell that this company is in arrears of rental to the extent of $1200 since February 1934. It was also observed that there is a very large quantity of commercial material accumulated at the plant. I do not know if this Company will supply any of the Dominion contracts such as at the Armouries at Vancouver but if you find that they are, I think the Department should be advised so that it may be in a position to make some arrangement for collection with the Department concerned should you find it impossible to obtain the rentals due by any other means.

Yours sincerely,

C. C. Perry.
Asst. Indian Commissioner for B.C.

P/AC

F.J.C. Ball, Esq.,
Indian Agent,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

EXTRACT
ORIGINAL ON
33-162

DEPT. OF INDIAN AFFAIRS
NOV 18 1935
RECORDS

Kamloops, B.C., October 29th, 1935.

INSPECTION REPORT VANCOUVER AGENCY NO. 6.

x x x

I went over the leases of this agency and there are a number of them long overdue for payment. What I would like to know is whether the clauses in the leases calling for cancellation if payment is not made within a certain time, are automatic. In other words, is the Indian Agent to count these leases as cancelled and therefore open to releasing, or has he to wait for action until the matter has been submitted to the Department. I point this out because of the situation that may arise from the Indian side, in that the Indians at some later date may claim that the Department is responsible for the rent unless it is automatic, and the clause actually means cancellation. It is perhaps not an easy matter to decide as sometimes, after length of non-payment, the lessee may, owing to business circumstances, pay up several years of arrears, and this might have been lost if cancellation had taken place, though there is always the chance of a lessee who has dropped a lease releasing the property, provided it is not taken up by somebody else in the meanwhile, inwhich case, of course, there would be no loss. I think this situation should be cleared up owing, as I said before, to possible troublesome claims by Indians in the future.

x x x

Lease 2888, Cascade Rock and Gravel Company, paid up to February 1934, but I understand there is $1200.00 owing in Royalties since them.

x x x

I shall be much obliged, therefore, if the Department will make clear to us what can be done in these above cases.

x x x

Geo. S. Pragnell.
Inspector of Indian Agencies.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EXTRACT
ORIGINAL ON
27-167

DEPT. OF INDIAN AFFAIRS
NOV 13 1985
RECORDS

Kamloops, B.C., October 29th, 1935.

INSPECTION REPORT VANCOUVER AGENCY NO. 6.

x x x

I went over the leases of this agency and there are a number of them long overdue for payment. What I would like to know is whether the clauses in the leases calling for cancellation if payment is not made within a certain time, are automatic. In other words, is the Indian Agent to count these leases as cancelled and therefore open to releasing, or has he to wait for action until the matter has been submitted to the Department. I point this out because of the situation that may arise from the Indian side, in that the Indians at some later date may claim that the Department is responsible for the rent unless it is automatic, and the clause actually means cancellation. It is perhaps not an easy matter to decide as sometimes, after length of non-payment, the lessee may, owing to business circumstances, pay up several years of arrears, and this might have been lost if cancellation had taken place, though there is always the chance of a lessee who has dropped a lease releasing the property, provided it is not taken up by somebody else in the meanwhile, inwhich case, of course, there would be no loss. I think this situation should be cleared up owing, as I said before, to possible troublesome claims by Indians in the future.

x x x

Lease No. 158 Will Ellis, deceased. This is five years in arrears. Is it supposed that the executors of this estate will claim automatic cancellation?

x x x

I shall be much obliged, therefore, if the Department will make clear to us what can be done in these above cases.

x x x

Geo. S. Pragnell.
Inspector of Indian Agencies.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EXTRA COPY
ORIGINAL ON
77-162

R

DEPT. OF INDIAN AFFAIRS
NOV 13 1935
RECORDS

Victoria, B.C., November 4, 1935.

Sir:

Lands
Out

I have the honor to transmit herewith in duplicate the report (No.6) of Inspector Pragnell on the Vancouver Agency. I wish to make necessary observations under the respective heads as follows:

"..... I have been advised by Mr. Agent Ball that he has not been encouraged by the Department to press for collection of the rentals under leases referred to by Inspector Pragnell.

Out I recently inspected some of the leaseholds during a visit to North Vancouver and vicinity. Copies of two letters, addressed to Agent Ball, are attached and will be self-explanatory.

x x x

In regard to Lease No. 158 in the name of the late Will Ellis, I would point out that when the lease was applied for during my incumbency as Indian Agent at Vancouver, Mr. Ellis told me it was his intention to use the slough as a kind of Venetian Canal attraction and as a sort of play-ground for the children around Vancouver, but it is now obvious that his intention was to hold the area against leasing to others, as part of his scheme to hold the gravel brought down the main channel by freshet waters each year to replenish the supply excavated in the basin of the Seymour Creek bed during the periods between the freshets.

It is my opinion that the Department should, if possible, seek to recover the rentals due or if the lease must be automatically cancelled, the area should be leased to the Cascade Rock and Gravel Company only as an essential part of their holdings and on the same basis of rental as heretofore agreed upon. Mr. Will Ellis was the general manager and promoter of the Cascade and Gravel Company and this Company has a large stock of manufactured material on hand in the reserve which should be watched as to its disposal in order that the interests of the Squamish Indians through the Department may be properly protected by a demand of payment of rentals and royalties when the material is being moved, if the dues cannot be collected in the regular way. "

x x x

Perhaps the Department will be good enough to give the Indian Agent the necessary directions upon its consideration of the Inspector's representations with respect to the other leases mentioned as well as those on which I have made comment.

C. C. Perry.
Asst. Indian Commissioner for B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-50.

COPY

Copy: Original on

F. 13167-59.

Placed on File 11167-3

Ottawa, April 2nd 1936.

Sir:-

With reference to your letter of the 29th ult. regarding the question of cancellation of leases when the lessees are in arrears of payment of rentals, I may explain that although leases contain a proviso permitting of cancellation for non-payment of rental, the Department has always followed the policy of affording reasonable time to a lessee to pay up his arrears, without resorting to drastic action which would involve cancellation.

Each lease must necessarily be considered as a separate transaction and action for cancellation or otherwise is dependent on the circumstances.

An Indian Agent is not authorised to regard a lease as cancelled unless or until the Department advises him to this effect, but it always devolves on him to report the circumstances, and make whatever recommendation he deems advisable.

H. J. B.

H. G. O.

J. C. C.

In the particular case of the Gustavson Bros. permit for right-of-way and booming ground on the Sechelt Reserve No. 15, to which you refer, and for which they are in arrears to the amount of $250, if Agent Ball considers that the permittee in this case is making no serious effort to pay the rental due, he should report accordingly and an order for cancellation of these privileges will be sent him.

Yours very truly

Sgd. A. F. MacKenzie

Secretary.
A. F. MacKenzie.

Geo. S. Pragnell Esq.,
Inspector of Indian Agencies,
Kamloops, B. C.

Copied JL

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50.

DEPT. OF INDIAN AFFAIRS
MAY 8 1986
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.
May 4th 1936.

Sir:

re: Your File No.13167-50

I beg to bring to your notice Lease 288 in favour of the Cascade Holdings, covering land on Seymour Creek, Squamish No.2 Reserve. This was formerly the Ellis-Cotton Company, then the Cascade Rock & Gravel Company. Will Ellis died several years ago, owing us $2,000.00 on lease No.158, and considerable money on the above lease, also an unstated amount of gravel royalties.

The Company is now paid to 1st of February, 1935, in rentals, and is thus owing 16 months rent.

With regard to royalties, I have been unable to obtain any sworn statements, and meet with nothing but evasions when I apply for them. In November last year, I was authorized to have a road through Squamish No.1 Reserve gravelled, the amount being credit to this Company's royalty account. I asked the present owner of the Company, a brother of the late Will Ellis, to give me an estimate of what it would cost. He went over it, and gave me a figure of $518.00, which amount should be credited to royalties.

However, Mr.Ellis has now rendered accounts for $911.90 saying it cost more than he figured. At no time, did he intimate to me that he was supplying any more gravel than was covered by his written estimate, and I have refused to accept the above accounts.

We have never received just treatment regarding this lease; I think Mr.C.C.Perry will more than bear me out in this from his experience when Agent here, and I consider some definite action should be taken. The Company operated regularly, but when the 2nd Narrows Bridge was broken for two years, they sheltered behind that as an excuse for non-payment of rent, although I am reliably informed that they shipped by scow.

I am reporting this matter so that any action you may deem fit and necessary may be taken.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/DM.

The Secretary,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 501277

taken out of the
funds & sent to
Miss Churchill

DEPT. OF INDIAN AFFAIRS
JUN 2 1936
RECORDS

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
JUN 2 1936
RECORDS

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B. C.
May 26th 1936.

Sir:

With reference to the list of leases forwarded for comparison with our lease book, I beg to advise that I have already reported in full on the subject of Account No.61, Cascade Holdings, before receipt of your list.

Your obedient servant,

(F.J.C.Ball)

B/DH.

Indian Agent.

Harold W. McGill, M.D., Esq.,
Deputy Superintendent General,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-50.
Lease No. 158.

Department of Indian Affairs,
Ottawa, June 12, 1936

WHEREAS a Lease dated the 24th day of August, 1928, was issued to Will Ellis, Contractor of the City of Vancouver, covering a portion of the Seymour Creek Indian Reserve No. 2, in the Province of British Columbia, said lease being issued subject to certain conditions, one of which being the payment of an annual rental.

AND WHEREAS it has been represented and established to my satisfaction that the condition as to payment of rental under which the said lease was issued, has been violated,

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said lands.

Harold McGill

Deputy Superintendent General
of Indian Affairs.

This lease never set up
B

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-50.

Lease No. 158.

The original of this Document has been removed for reproduction in the Records of the Indian Lands

Department of Indian Affairs,

DLT 4-1-3 8

Ottawa, June 12, 1936.

Feb/18/71 19

WHEREAS a Lease dated the 24th day of August, 1928, was issued to Will Ellis, Contractor, of the City of Vancouver, covering a portion of the Seymour Creek Indian Reserve No. 2, in the Province of British Columbia, said lease being issued subject to certain conditions, one of which being the payment of an annual rental.

AND WHEREAS it has been represented and established to my satisfaction that the condition as to payment of rental under which the said lease was issued, has been violated,

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Harold McGill

Deputy Superintendent General

of Indian Affairs.

This lease never set up

B.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver Agy

Acct 61

File 13167-50

Lease No. 288.

Department of Indian Affairs,

Ottawa, June 12, 1936.

WHEREAS a Lease dated the 21st day of October, 1932, was issued to Cascade Holdings, Limited, of the City of Vancouver, covering certain portions of the Seymour Creek Indian Reserve No. 2, North Vancouver, in the Province of British Columbia, said lease being issued subject to certain conditions, one of which being payment of an annual rental.

The original of this Document has been removed from the Records of the Indian Land Registry.
Signature
19

AND WHEREAS it has been represented and established to my satisfaction that the condition as to payment of rental under which the said lease was issued, has been violated.

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said lands.

Deputy Superintendent General
of Indian Affairs.

Trans Journal
17.6.36
B

The o... ...ecorded in the Indian Land Registry.
DLT 4-1-2, 3 & 4
Signature
Jul/18/71

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-50

Credit Advice

MEMO. Lat 8

March 8th, 1937. ~~1935~~

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 205

Amount $ 300.00

Agency Receipt No. 36106 dated Feb. 9th, 1937,

Payer Cascade Holdings & Cascade Rock & Gravel Co. on account of rental -

Squamish - Acct. 54.

For Treasury Branch.

File No. 13167-50

Credit Advice

MEMO. Mr Caldwell

March 8th 1937

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. R Folio

Amount $ 300.00

Agency Receipt No. 36106 dated 9.2.37

Payer Cascade Holdings + ~~Cascade Rock + Gravel Co~~ on account of "Rental due"

Loan Sup. 136

Mr McPherson

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-50.

COPY

Ottawa, March 15, 1937.

COPY
Placed on
File 11167-3

Dear Sir,-

I beg to inform you that the Department inadvertently neglected to advise you of the cancellation of the following leases covering lands on the Seymour Creek Reserve No. 2, North Vancouver, B. C.:-

Permit dated 1st January, 1925, to G. W. Mitchell, of Vancouver, B. C., and transferred, on 3rd October, 1928, to the B. C. Sand & Gravel Co.--cancelled, 13th June, 1936.

Lease No. 158, dated 24th August, 1928, to Will Ellis, of Vancouver, B. C.,--cancelled June 12, 1936.

You will be further advised at an early date, as to Lease to Cascade Holdings, Limited, covering portions of the above mentioned Reserve.

Yours very truly,

J. C. Caldwell
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Dominion Public Bldg.,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

IN REPLY QUOTE
FILE NO. 81-6-60

CANADA

NATIONAL HARBOURS BOARD

OTTAWA. March 15, 1937.

Dear Sir:

Re: Seaboard Oil and Refining Company

In connection with the lease bearing date November 25, 1929, granted by His Majesty the King represented by the Minister of Marine and Fisheries to the Seaboard Oil and Refining Company Limited of Vancouver, British Columbia, covering a water lot in Burrard Inlet, 2.38 acres in extent, in front of the Easterly 100 feet of Block 11, in the subdivision of the Seymour Indian Reserve No. 2, for a term of 5 years and 9 months and 20 days from November 25th, 1929, at a rental of $518.37 per annum, I have to advise as follows,-

That the said Company is in arrears of rental to the amount of $2,591.85 under the said lease.

That apparently the Head Office of the Company is at Los Angeles, California.

That we are advised that the Company has no assets and has returned its Letters Patent of Incorporation to the Department of the Secretary of State in Ottawa and, as a consequence, the Company is, to all intents and purposes, defunct. The State Department here advises that the Company has returned its Charter to them but has not formally surrendered the same.

That the first term of the said lease expired on or about the 15th day of August, 1935, and the Company has lost its right to renewal thereof by reason of its default in rental payments.

The Board proposes to remove from its books the charge covering the rental arrears aforesaid but, in view of the fact that there is an understanding with your Department that half of the rental reserved under the said lease is payable to you, we would like to have your views before definite action is taken along the lines proposed.

Yours very truly,

J. T. Rowan

J. T. Rowan,
Assistant Secretary.

Dr. H. W. Magill,
Director,
Indian Affairs Branch,
Department of Mines and Resources,
Booth Building, O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-30.

Ottawa, Ontario,
March 22nd, 1937.

Dear Sir:-

I beg to acknowledge receipt of your letter of March 15th in the matter of the Seaboard Oil and Refining Co. Limited of Vancouver, and certain leasing rights on the Seymour Indian Reserve No. 2 in the Province of British Columbia.

It is apparent, as you state, that this Company is now bankrupt, and as a matter of fact the lease issued by this Department to the Seaboard Oil and Refining Co. Limited dated July 1st, 1930 was formally cancelled on February 1st, 1933 for non-fulfilment of the terms and conditions thereof with respect to the payment of rental.

In so far as concerns the lease of the water lot in Burrard Inlet to which you refer, this Department concurs in the action which your Board purposes to take in this matter, that portion of the arrears of rental under this lease payable to this Department will be noted as non-collected.

Yours very truly,

Director of Indian Affairs.

J. T. Rowan, Esq.,
Assistant Secretary,
National Harbours Board,
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

416 Dominion Public Bldg.,
Vancouver, B. C.
March 23rd 1937.

Reserves

Sir:

re: File No.13167-50.

With reference to the last paragraph of your letter of the 15th instant re lease in favour of the Cascade Holdings Ltd., Mr.Barrett-Leonard, their representative advised me today that on April 1st he will pay most of the overdue rental, and will pay all arrears at the next succeeding quarterly payment, July 1st.

Regarding the first mentioned permit to the B.C. Sand and Gravel Co., I will report further within the next two weeks.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/DH.

J.C.Caldwell Esq.
Chief, Reserves Division,
Office of Supt.of Reserves & Trusts,
Indian Affairs Branch,
Dept.of Mines & Resources,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-50

MEMO. Revenues

Credit Advice

May 11th 1937

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 182.00

Agency Receipt No. 37066 dated 30 4 37

Payer Cascade Holdings on account of Rent to Apr. 1, 1937

Lease Surf. 136

B.

M. McHammon For Treasury Branch.

File No. 13167-50

MEMO. Revenues

Credit Advice

May 11th 1937

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 300.00

Agency Receipt No. 36138 dated 5 4 37

Payer Cascade Holdings on account of Rent due Squamish Band

Lease Surf. 136

M. McHammon For Treasury Branch.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

File No. 13167-50

Reserves

Credit Advice

MEMO.

Jan. 21st 1938.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 150.00

Agency Receipt No. 2160 dated Jan. 5th/38

Payer Cascade Holdings on account of Rental

Lease Susp. 126.

Mr. McCrimmon

For Treasury Branch.

File No. 13167-50

Reserves

Credit Advice

MEMO.

Nov. 22nd 1937.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 300.00

Agency Receipt No. 37195 dated Nov. 3rd/37.

Payer Cascade Holdings on account of Rental

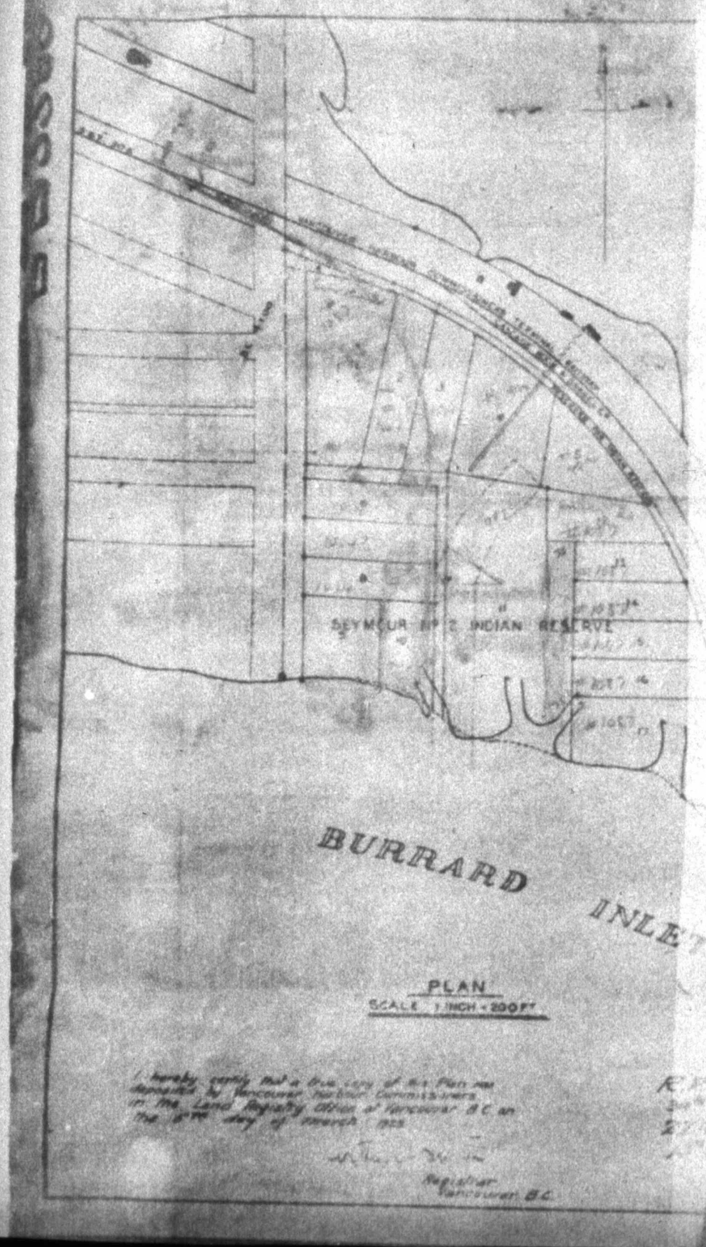
Lease Susp. 126. (Apr. 1/37 to Oct. 1/37.)

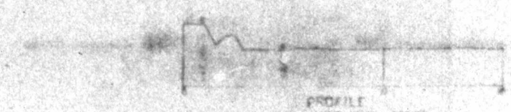
Mr. McCrimmon

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA





BOOK OF REFERENCE

No.	FROM STA.	TO STA.	NAME OF OWNER	LOCALITY LOT	BLOCK	LOT	DESCRIPTION
1	0 + 00	4 + 00	[illegible]				RIGHT OF WAY
2	4 + 00	7 + 10	INDIAN DEPT				INDIAN RESERVE
3	7 + 10	8 + 40	J. ALSCKS			6	
4	8 + 40	8 + 80	AUSTIN ARMAS			7	
5	8 + 80	9 + 90	CASCADE ROCK & GRAVEL			1	
6	9 + 90	10 + 00				2	
7	10 + 00	11 + 10	INDIAN DEPT				
8	11 + 10	12 + 20	W. J. [illegible]			6	
9	12 + 20	13 + 72	" " "			7	
10	13 + 72	14 + 20				8	
11	14 + 80	15 + 40	" " "			10	

VANCOUVER HARBOUR COMMISSIONERS
PLAN PROFILE AND BOOK OF REFERENCE
PROPOSED LOCATION OF SPUR TO CASCADE ROCK & GRAVEL Co
SEYMOUR No 2 INDIAN RESERVE
APPLIED FOR TO BOARD OF RAILWAY COMMISSIONERS
SCALES AS NOTED

APPROVED, MUNICIPALITY OF NORTH VANCOUVER

APPROVED, CASCADE ROCK & GRAVEL Co

APPROVED DEPT OF INDIAN AFFAIRS

PRESIDENT SECRETARY

CHIEF ENGINEER

BURRARD BRIDGE & TUNNEL Co

PRESIDENT

I hereby certify that a true copy of this Plan has been filed in Vancouver Harbour Commissioners in the Land Registry Office at Vancouver B.C. on the [illegible] day of March 1923

Registrar Vancouver B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

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SURRENDERS ON SEYMOUR CREEK INDIAN RESERVE NUMBER TWO.

I HAVE MARKED THE AREAS ON A PLAN ON FILE 15167-50 VOL. 2.

SURRENDER NO.	DATE	AREA
1. 1097	31st March, 1930	Right of Way, Area shown on plan as "A", "B" and "C".
2. 1046	22nd March, 1927	Area shown on surrender plan attached hereto.
3. 1087	1st November, 1929	Lots 1, 12, 13, 14, 15, 16 and 17 and 75 Ft. west of said lots.
4. 992	3rd May, 1926	Lots 4, 5, 11 and lands on other side of Right of Way. Plan on file 11167-5 Vol. 2.
5. 1024	12th October, 1927	2, 3, 6, 7, 8, 10.
6. 1677	19th December, 1948	three parcels on other side of right of way.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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REGISTRATION NO.	DESCRIPTION

INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

CANADA

I certify this to be a photographic reproduction of an original document held in my custody.

Registrar of Indian Lands.

AFFAIRES INDIENNES ET DU NORD CANADIEN

3M-I-107 "FILMSORT®" BRAND APERTURE CARD PRODUCT OF 3M CO. ST. PAUL 6, MINNESOTA U.S. PAT. NOS. 2,587,022 PRINTED IN U.S.A.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

Department of Indian Affairs and Northern Development
Indian Lands Registry
Jul/18/71 19
Signature
DLT 4-1-2

VANCOUVER HARBOUR COMMISSIONERS

HARBOUR TERMINAL RAILWAY

AGREEMENT FOR INDUSTRIAL SIDING

THIS AGREEMENT made this Twelfth day of MARCH, One thousand nine hundred and twenty-nine

BETWEEN:

VANCOUVER HARBOUR COMMISSIONERS

hereinafter called the "Commissioners"

OF THE FIRST PART

AND:-

CASCADE ROCK & GRAVEL COMPANY LIMITED

hereinafter called the "Licensee"

OF THE SECOND PART

WHEREAS the Licensee for the purposes of the Licensee's business desires a railway spur or siding (hereinafter called the "Siding") into the Licensee's premises at or near

Seymour No. 2 Indian Reserve - North Shore of Burrard Inlet -

British columbia.

as designated by the letters "A", "B", "C"

on the plan attached hereto, which said plan forms part of this Agreement and is identified by the signatures of the parties hereto;

AND WHEREAS the Commissioners have agreed to the construction thereof on the terms hereinafter mentioned, upon and after the approval thereof, if necessary, by the Board of Railway Commissioners for Canada or other authority having jurisdiction.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES

The Licensee agrees, at the Licensee's own expense -

1. Subject to the provisions of Clauses 12 and 15 of this Agreement and under the supervision and to the satisfaction of the Commissioners and in strict accordance with the requirements of the said Board or other authority having jurisdiction, to perform all work required for the construction, including grading, ditching, snow guards, [illegible]

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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Construction Continued

fencing and ballasting, furnish all labour, tools, machinery, all ties, track bolts, spikes, spring washers, bond wires, insulating materials, sign posts and all other articles, effects and things necessary for such construction (except the non-perishable materials as defined in Clause 12,) and lay the track on the siding from the junction point over its entire length, and pay all expenses incurred in connection therewith (except the cost of the non-perishable materials) and, subject to the provisions of Clause 14, to bear the entire cost of all protective appliances including the cost of operation of such appliances and of all structures at highways or railway crossings on the siding now or hereafter installed or constructed.

Track Laying

Protection at Highways & Crossings

Rental

2. To pay compensation, hereinafter called "rental" to the Commissioners for the use of the non-perishable materials as defined in Clause 12 at the rate of seven (7) per cent per annum on the final cost of the non-perishable materials, payable annually in advance, effective as from the date the siding is declared ready for traffic, and will in like manner pay to the Commissioners all costs and expenses which may be incurred by the Commissioners by reason of, or arising out of any order or direction of the said Board or other authority having jurisdiction heretofore or hereafter made in respect of or in any way affecting the siding.

Right-of-Way Outside of Railway Lands

3. To secure the right-of-way for the siding outside of the land or property of the Railway used for right-of-way; also pay and indemnify the Commissioners against all claims for compensation or for damages or depreciation by reason of the construction or operation of the siding or any part thereof, whether made by the owners or occupiers of the said land or of other lands.

Taxes, etc.

4. To pay and indemnify the Commissioners against all taxes, rates and assessments at any time levied or assessed in respect of the siding, or any properties required therefor or used in connection therewith.

Commissioners' Regulations as to Use

5. To observe all rules and regulations from time to time made by the Commissioners respecting the use of the siding and switches and other facilities connected therewith.

Fencing

6. To take all necessary steps to prevent cattle and other animals from getting upon the Commissioners' Railway from that portion of the siding outside of the lands of the Commissioners.

Lateral & Overhead Clearances

7. To keep the distance of six (6) feet laterally from gauge side of the rear rail, and vertically twenty-two (22) feet six (6") inches above rail level, free at all times from obstructions of every nature.

Loading and Unloading Cars

8. To cause all cars placed on the siding to be unloaded and loaded with despatch; and such cars shall in no case be loaded with a greater weight than the capacity marked thereon, or given by the Commissioners' Station Agent, and pay all car service charges under the rules of or relating to the Commissioners.

Use of Siding

9. To receive and ship upon the siding freight sufficient in quantity to warrant the Commissioners maintaining the connection with its tracks.

Indemnity

10. To indemnify the Commissioners against all claims and demands by whomsoever made (and the Licensee hereby waives all personal claims of whatsoever description) whether for injuries to person or property in

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Date [illegible]

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Signature

any manner based upon, arising out of, or incidental to the user of the siding or the construction, maintenance or operation thereof, unless the same is directly attributable to the negligence of the Commissioners or their servants.

And also to indemnify the Commissioners against all loss or injury to the Commissioners' property ~~arising from any default hereunder,~~ or occurring on the siding, unless directly attributable to the negligence of the Commissioners or their servants.

Provided that in the event of loss or damage by fire to engines or cars owned or used by the Commissioners, the Licensee shall not be liable to indemnify the Commissioners against such loss or damage.

11. To keep fully insured all insurable buildings, goods, merchandise and other property in respect of which the Licensee has an insurable interest, wherever situated, which may be endangered by fire by reason of the operation (negligent or otherwise) of the siding, and assume all loss resulting from fires or from the Licensee's neglect or failure so to insure.

THE COMMISSIONERS AGREE with the Licensee:-

12. To furnish to the Licensee subject to the provisions of Clause 2 hereof, the requisite rails, splice bars, rail braces, tie plates, frogs, switches, guard rails, and, where interlocking plants, automatic signals, derails or car steps are necessary, to furnish such parts thereof as are of a non-perishable nature, the whole being in this agreement called the "non-perishable Materials" which shall, however, at all times remain the property of the Commissioners.

13. At the Licensee's request in writing to supply any or all materials in addition to the non-perishable materials and to do the whole or any part of the work of construction of the siding, after deposit made by the Licensee with the Commissioners of the Commissioners' estimate of the cost thereof. If such deposit is insufficient to meet the final cost of such materials and work of construction, the Licensee shall pay to the Commissioners the balance of such cost as soon as ascertained, but if more than sufficient, the Commissioners will repay the excess to the Licensee. In computing such final cost there shall be added to the Payroll cost of labour ten (10%) per cent thereof, to cover supervision.

14. To operate the siding in accordance with the provisions of this Agreement.

15. To maintain and repair the siding and all structures and facilities thereon. The cost of such maintenance and repair to be chargeable to and paid by the Licensee to the Commissioners.

16. To keep the right-of-way on which the siding is constructed free from weeds and also from all inflammable matter, and clear of snow, ice and other obstructions; all cost and expense thereof to be chargeable to and payable by the Licensee to the Commissioners.

AND MUTUALLY AGREED THAT:-

17. Without restricting the provisions of Clause 11, should the use of the siding, or any part thereof, be at any time or times obstructed or destroyed, or should any buildings adjacent to the siding or goods or other things of the Licensee, or any other parties, in said buildings or on the siding or on any lands adjacent to the siding, be in any manner injured or lost, or the business carried on therein hampered, by reason of the operation, repair or construction of the Commissioners' Railway, the Licensee shall not by reason thereof have any claim or demand against the Commissioners, unless the same is directly attributable to the negligence of the Commissioners or their servants.

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Cost of Reconstruction or Repair of Sidings

18. All cost and expense incidental to the relocation, reconstruction or repair of the siding to meet any changed conditions by the relocation, reconstruction or repair of the Commissioners' Railway or any structures thereon, or to comply with any statute or regulation of the said Board or other authority, or by the introduction by the Commissioners of heavier locomotives or rolling stock therewith to operate the siding, whether effected upon the Commissioners' lands or otherwise, shall be borne by the Licensee (if the Licensee desires siding facilities continued) on the same basis as provided in Clauses 1, 2, 12 and 13 of this Agreement for the construction of new sidings.

Cost of Moving Sidings

19. Where changes or additions are made to or upon the Commissioners' Railway in respect of any of the Commissioners' tracks, structures or other facilities whatsoever, all cost incidental to moving, disconnecting or connecting the siding shall be borne by the Licensee (if the Licensee desires siding facilities continued) on the same basis as provided in Clauses 1, 2, 12 and 13 of this Agreement for the construction of new sidings.

Use, Control & Extension of Siding by Comm'rs

20. Without unreasonably interfering with the use of the siding by the Licensee,- the Commissioners —

(a) May use the siding for the Commissioners' business or purposes free of charge.

(b) Shall control the use and operation of the siding in every particular.

(c) May extend the siding in any direction and connect other tracks or sidings therewith at any convenient point or points whether for the purposes of the Commissioners or of other parties.

Removal of Main Line Switches

21. It is understood that if the nature of the Licensee's business is such that the use of the siding is not required during any certain period of the year, the Commissioners shall have the right to remove the main line switch and frog, during such period, but the Licensee shall not be entitled to any refund of rental during such time the siding is not being used.

Assignment, Transfer, or Sub-Leases

22. No assignment or transfer of any rights or privileges hereunder by the Licensee shall be valid unless the consent of the Commissioners is obtained in writing thereon. The Licensee may, upon receipt of the Commissioners' consent in writing, permit the use of the siding by other parties, the rates of charges for such use to be agreed between the Licensee and such other parties, subject to the approval of the Commissioners. The arrangement entered into must not be inconsistent with the responsibility of the Licensee to the Commissioners under the terms of this Siding Agreement is concerned, the traffic of such other parties will be considered as the traffic of the Licensee.

Default or Breaches

25. If the said rental or other payments herein provided for, or any part thereof, or if any tolls or rates as defined by the Railway Act, 1919, or referred to in the Interstate Commerce Act, where such applies, shall be in arrear and unpaid for the space of two calendar months next after the date on which same has become legally due, or if default or breach be made by the Licensee in, or in respect of any of the Licensee's covenants or the conditions herein contained, then, and in every such case, the Commissioners may, at their option, after giving written notice thereof to the Licensee and allowing one week to elapse after such notice,

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Default or Breach: (Continued)

unless in the meantime such rent, tolls or rates shall have been paid or such default shall have been remedied:-

Commissioners' Remedies:

(a) Discontinue the operation of the siding, either wholly or partly and the movement and supply of cars.

(b) If such default in payment or breach of covenant as above mentioned continue for two calendar months after notice to the Licensee as above,- terminate this Agreement without prejudice to the right of the Commissioners to employ such other remedies to protect their interests as may be provided by law.

(c) But, regardless of anything hereinbefore mentioned, the Commissioners may immediately any default or breach of this Agreement by the Licensee occurs, take such steps as may be necessary to protect its interests.

And no acceptance of rent subsequent to any breach or default other than non-payment of rent, nor any condoning, excusing or overlooking by the Commissioners on previous occasions of breaches or defaults similar to that in respect of which any such action is taken, shall be taken to operate as a waiver of this condition, nor in any way to defeat or affect the rights of the Commissioners hereunder.

Liens:

24. The Commissioners shall have a lien on all goods in or on cars placed by them on the siding for all moneys due to the Commissioners under this Agreement or otherwise, including, without restricting the generality of the foregoing clause, all tools or rates as defined by the Railway Act, 1919, or referred to in the Interest to Commerce Act, where such applies; and for the purpose of such lien, the siding and all cars thereon and all goods or other things therein shall be taken to be in the sole use and possession of the Commissioners.

Length of Term, Notice, etc.

25. This Agreement shall continue for one year from the date hereof, and thereafter at the will of the parties, provided that either may at any time after the date hereof terminate it on two calendar months' notice in writing to the other; such notice may be given by the Commissioners by mailing same to the Licensee in a registered letter, addressed to the Licensee at :

Care of Ellis-Cotton Company, Limited.

False Creek (South from Pender Street) - Vancouver, B.C.

Removal of Commissioners' Property:

26. Upon the termination of this Agreement in any manner, as hereinbefore provided, all material and works on the Commissioners' land shall remain the property of the Commissioners, and the Commissioners may enter upon the siding and upon any land or structures belonging to or occupied by the Licensee and take up and remove the non-perishable materials and other property of the Commissioners, and the Licensee shall arrange with other owners of lands (if any) upon which the siding was constructed to allow the Commissioners to exercise such re-entry and right of removal and the Commissioners shall repay to the Licensee the proper proportion of any unearned rental previously paid hereunder.

The o[illegible] Department [illegible] over [illegible] to [illegible] Indian [illegible]

Signed [illegible]

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SPECIAL CONDITIONS: Here state any special feature of construction that might effect safety in operation such as trestle work, heavy grade, sharp curves, etc.

27. In view of the fact that the siding will be constructed with a branch spur serving the premises of the Inspected Shingles Limited, who sub-lease from the Licensee with the consent of the Vancouver Harbour Commissioners,

it is agreed that notwithstanding anything in this Agreement contained, all loss, damage or injury of whatsoever kind in any manner attributable to such special feature of construction above referred to incurred or sustained in the course of handling the traffic of the Licensee shall be borne by the Licensee, whether the occasioning of such loss, damage or injury was contributed to or caused by the negligence of the Commissioners, their servants or otherwise.

The original of this Document has been removed for re-[illegible] in the Records of the Indian Land Registry.

Signature

Date

IN WITNESS THEREOF the parties hereto have executed these presents, the day and year first above written.

SEAL

The Corporate Seal of the VANCOUVER HARBOUR COMMISSIONERS was hereunto affixed in the presence of:

VANCOUVER HARBOUR COMMISSIONERS

"A.M. Pound"
Acting President

"C.L. White"
Acting Secretary

The Corporate Seal of Licensee

CASCADE ROCK & GRAVEL CO. LTD.

"Will Ellis"
Manag Director

"W.J. Timlick"
Sec'y Treasurer

SEAL

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CASCADE ROCK AND GRAVEL CO., LTD.

Vancouver, B.C.

May 14th, 1929.

Memo of Agreement between the Cascade Rock & Gravel Co. Ltd. and David B. Boyd, covering easements to be mutually agreed upon and included in final lease of Lots 1-2-3-5-6-7-8-10 subdivision of part of Seymour Creek Indian Reserve No. 2.

Easements to be reserved by Cascade Rock & Gravel Co. Ltd.

Access to and use of Dock on west side of main scow channel and area sufficient for storage warehouse on or adjacent to said dock.

Use of portion of Lot 3 (Not to exceed one-half the area of lot) for yard purposes and erection of rock bunkder on line of railway spur.

Access through Lot 5 to Lot 4.

Use of any portion of Lot 5 now occupied by stock pile or scow loading basin.

Clear access at all times through main scow channel and use of scow loading basin on Lot 11.

Running rights over railway spur.

Easements - to Mr. Boyd.

Right to lay necessary pipe lines through Lot 4.

Access through Lot 4 to Lot 5 and 11.

(sgd.) "Will Ellis"
(sgd.) "W. J. Timlick"

(sgd) "W. J. Timlick"
(sgd.) "David B. Boyd."

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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THIS AGREEMENT made this 14th day of May, in the year of our Lord, One thousand, nine Hundred and twenty-nine:

BETWEEN:

CASCADE ROCK AND GRAVEL COMPANY LIMITED, a body corporate under the Statutes of British Columbia, having its head office at False Creek, in the City of Vancouver, Province of British Columbia, and

WILLIAM JAMES TIMLICK, of 5076 Angus Drive, in the City of Vancouver, Province of British Columbia, Secretary, hereinafter called the Vendors,

OF THE FIRST PART.

AND:

DAVID B. BOYD, of the City of Vancouver, Province of British Columbia, Oil Refiner, hereinafter called the Purchaser,

OF THE SECOND PART.

WHEREAS the Vendors are the holders by lease from His Majesty the King in the right of the Dominion of Canada, of these portions of Indian Reserve Number two (2) situate on the North Bank of Burrard Inlet and known as Lots 1,2,3,5,6,7,8, 10 and 11, and for the consideration hereinafter appearing, have agreed to sell, assign transfer and set over unto the purchaser all the leases held by them and all the unexpired portion thereof and all their interest of, into and out of the lands and premises hereinabove described.

AND WHEREAS the Vendors are also the holders by lease from the Vancouver Board of Harbour Commissioners of the foreshore adjacent to the lots above mentioned and have agreed as part of the consideration herefor, to assign, transfer and set over to the Purchasers the said leases of foreshore and all the unexpired portion thereof and all the right, title, interest, property, claim and demand of the Vendors therein, thereto and thereout.

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AND WHEREAS the Vendors are also the holders by lease from the Vancouver Board of Harbour Commissioners of the foreshore adjacent to the lots above mentioned and have agreed as part of the consideration herefor, to assign, transfer and set overto the Vendors the said Leases of foreshore and all the unexpired portion thereof and all the right, title, interest, property, claim and demand of the Vendors therein, thereto and thereout.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the promise of the Purchaser to pay to the Vendors the sum of Ten Thousand Dollars ($10,000.00) in cash ninety days (90) from the date hereof and to deliver to the Vendors at the same time five hundred (500) shares of no par value of the Capital Stock of Seaboard Oil and Refining Company Limited for which the purchaser has made application for incorporation as a Dominion Company, the Vendors hereby agree to sell, assign, transfer and set over unto the purchaser the leases held by them of the lands and premises hereinbefore mentioned by good and valid assignments in writing and further covenant, promise and agree to apply to His Majesty the King in the right of the Dominion of Canada represented by the Superintendent General of Indian Affairs at the option of the purchaserfor a new 21 year lease of the lands and premises renewable for another 21 years and upon obtaining said lease, to assign, transfer and set same over unto the purchaser, his heirs, and assigns absolutely and the Vendors for the consideration hereinabove expressed further covenant, promise and agree with the purchaser to assign, transfer and set over to him the lease or leases of foreshore held by them from the Vancouver Board of Harbour Commissioners adjacent and appurtenant to the land and premises hereinabove mentioned and to apply for such extensions and / or renewals thereof at the option of the Purchaser as the Purchaser may deem necessary, and upon obtain-

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ing same to assign, transfer and set over the same to the Purchaser.

Provided further and it is hereby made part of this Agreement that the purchaser shall at any time within six (6) months from date of this Agreement be at liberty to repurchase the said five hundred (500) shares at the price of $60.00 per share (that is to say for the sum of $30,000.00 (Thirty Thousand Dollars). Payment of the said sum of Ten Thousand ($10,000.00) Dollars may be made by payment of a marked cheque for said amount in the name of the Cascade Rock and Gravel Company Limited to any officer of said Company at its place of business, and by delivery of a certificate for five hundred (500) fully paid up and non-assessable no par value shares of the above mentioned Company made out in the name of the Cascade Rock and Gravel Company Limited and delivered as aforesaid in this Agreement.

IT IS DEFINITELY UNDERSTOOD AND AGREED and it is part of this Agreement that a Company to be known as Seaboard Oil and Refining Company Limited is in course of incorporation by the purchaser and that the said Company is the real purchaser of the leases hereinabove mentioned and that in this Agreement the purchaser is only acting as trustee,

AND IT IS FURTHER UNDERSTOOD AND AGREED that upon the incorporation of said Company the Company will become ipso facto the assignee of the leases hereinbefore mentioned and a new Agreement will be entered into with the Company and the covenant of the said Company accepted in lieu of the covenant of said purchaser hereinabove contained and the purchaser is released from all personal liability,

AND IT IS EXPRESSLY AGREED between the Parties hereto that all grants, covenants, provisoes and Agreements, rights, powers, privileges and liabilities contained in this Agreement

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shall be read and held as made by and with, and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors and assigns the same as if the "words, heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places.

IT IS DISTINCTLY UNDERSTOOD AND AGREED between the Parties hereto that certain rights of way and other easements will be mutually arranged between the Parties hereto, in general accordance with the memorandum hereto attached.

IN WITNESS WHEREOF Cascade Rock and Gravel Company Limited has affixed its corporate seal and the names of its President and Secretary signed hereto in attestation thereof and the said W.J. Timlick and David B. Boyd have signed their names and affixed their seals hereto the day and year first above written.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

Cascade Rock & Gravel Co. Ltd.

(Sgd.) Will Ellis Man. Dir.

(Sgd) W.J. Timlick Secy. Treas.

George Haliburton Burnett,
Civil Engineer
1221 Granville St., Vancouver, B.C.

W. J. Timlick (SEAL)

David B. Boyd (SEAL)

Witness as to the signature of:

W.J. Timlick.

Isobel Margaret Watson,
260 - 38th Avenue East,
Vancouver, B.C.

Stenographer: Witness as to signature of David B. Boyd.

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CASCADE ROCK AND GRAVEL CO., LTD.

Vancouver, B.C.

May 14th, 1929.

Memo of Agreement between the Cascade Rock & Gravel Co. Ltd. and David B. Boyd, covering easements to be mutually agreed upon and included in final lease of Lots 1-2-3-5-6-7-8-10 subdivision of part of Seymour Creek Indian Reserve No. 2.

Easements to be reserved by Cascade Rock & Gravel Co. Ltd.

Access to and use of Dock on west side of main scow channel and area sufficient for storage warehouse on or adjacent to said dock.

Use of portion of Lot 3 (Not to exceed one-half the area of lot) for yard purposes and erection of rock bunkder on line of railway spur.

Access through Lot 5 to Lot 4.

Use of any portion of Lot 5 now occupied by stock pile or scow loading basin.

Clear access at all times through main scow channel and use of scow loading basin on Lot 11.

Running rights over railway spur.

Easements - to Mr. Boyd.

Right to lay necessary pipe lines through Lot 4.

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(sgd.) "Will Ellis"
(sgd.) "W. J. Timlick"

(sgd) "W. J. Timlick"
(sgd.) "David B. Boyd."

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THIS AGREEMENT made this 14th day of May, in the year of our Lord, One thousand, nine Hundred and twenty-nine:

BETWEEN:

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Signature
Feb/18/71 19

CASCADE ROCK AND GRAVEL COMPANY LIMITED, a body corporate under the Statutes of British Columbia, having its head office at False Creek, in the City of Vancouver, Province of British Columbia, and

WILLIAM JAMES TIMLICK, of 5076 Angus Drive, in the City of Vancouver, Province of British Columbia, Secretary, hereinafter called the Vendors,

OF THE FIRST PART.

AND:

DAVID B. BOYD, of the City of Vancouver, Province of British Columbia, Oil Refiner, hereinafter called the Purchaser,

OF THE SECOND PART.

WHEREAS the Vendors are the holders by lease from His Majesty the King in the right of the Dominion of Canada, of these portions of Indian Reserve Number two (2) situate on the North Bank of Burrard Inlet and known as Lots 1,2,3,5,6,7,8, 10 and 11, and for the consideration hereinafter appearing, have agreed to sell, assign transfer and set over unto the purchaser all the leases held by them and all the unexpired portion thereof and all their interest of, into and out of the lands and premises hereinabove described.

AND WHEREAS the Vendors are also the holders by lease from the Vancouver Board of Harbour Commissioners of the foreshore adjacent to the lots above mentioned and have agreed as part of the consideration herefor, to assign, transfer and set over to the Purchasers the said leases of foreshore and all the unexpired portion thereof and all the right, title, interest, property, claim and demand of the Vendors therein, thereto and thereout.

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NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the promise of the Purchaser to pay to the Vendors the sum of Ten Thousand Dollars ($10,000.00) in cash ninety days (90) from the date hereof and to deliver to the Vendors at the same time five hundred (500) shares of no par value of the Capital Stock of Seaboard Oil and Refining Company Limited for which the purchaser has made application for incorporation as a Dominion Company, the Vendors hereby agree to sell, assign, transfer and set over unto the purchaser the leases held by them of the lands and premises hereinbefore mentioned by good and valid assignments in writing and further covenant, promise and agree to apply to His Majesty the King in the right of the Dominion of Canada represented by the Superintendent General of Indian Affairs at the option of the purchaserfor a new 21 year lease of the lands and premises renewable for another 21 years and upon obtaining said lease, to assign, transfer and set same over unto the purchaser, his heirs, and assigns absolutely and the Vendors for the consideration hereinabove expressed further covenant, promise and agree with the purchaser to assign, transfer and set over to him the lease or leases of foreshore held by them from the Vancouver Board of Harbour Commissioners adjacent and appurtenant to the land and premises hereinabove mentioned and to apply for such extensions and / or renewals thereof at the option of the Purchaser as the Purchaser may deem necessary, and upon obtain-

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Provided further and it is hereby made part of this Agreement that the purchaser shall at any time within six (6) months from date of this Agreement be at liberty to repurchase the said five hundred (500) shares at the price of $60.00 per share (that is to say for the sum of $30,000.00 (Thirty Thousand Dollars). Payment of the said sum of Ten Thousand ($10,000.00) Dollars may be made by payment of a marked cheque for said amount in the name of the Cascade Rock and Gravel Company Limited to any officer of said Company at its place of business, and by delivery of a certificate for five hundred (500) fully paid up and non-assessable no par value shares of the above mentioned Company made out in the name of the Cascade Rock and Gravel Company Limited and delivered as aforesaid in this Agreement.

IT IS DEFINITELY UNDERSTOOD AND AGREED and it is part of this Agreement that a Company to be known as Seaboard Oil and Refining Company Limited is in course of incorporation by the purchaser and that the said Company is the real purchaser of the leases hereinabove mentioned and that in this Agreement the purchaser is only acting as trustee,

AND IT IS FURTHER UNDERSTOOD AND AGREED that upon the incorporation of said Company the Company will become ipso facto the assignee of the leases hereinbefore mentioned and a new Agreement will be entered into with the Company and the covenant of the said Company accepted in lieu of the covenant of said purchaser hereinabove contained and the purchaser is released from all personal liability,

AND IT IS EXPRESSLY AGREED between the Parties hereto that all grants, covenants, provisoes and Agreements, rights, powers, privileges and liabilities contained in this Agreement

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Signature

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IN WITNESS WHEREOF Cascade Rock and Gravel Company Limited has affixed its corporate seal and the names of its President and Secretary signed hereto in attestation thereof and the said W.J. Timlick and David B. Boyd have signed their names and affixed their seals hereto the day and year first above written.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

Cascade Rock & Gravel Co. Ltd.

(Sgd.) Will Ellis Man. Dir.

(Sgd) W.J. Timlick Secy. Treas.

George Haliburton Burnett,
Civil Engineer
1221 Granville St., Vancouver, B.C.

W. J. Timlick (SEAL)

David B. Boyd (SEAL)

Witness as to the signature of:

W.J. Timlick.

Isobel Margaret Watson,
260 - 38th Avenue East,
Vancouver, B.C.

Stenographer: Witness as to signature of David B. Boyd.

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NATIONAL HARBOURS BOARD

From: Port Manager,
Vancouver Harbour.

Date: January 8th, 1938.

TO: National Harbours Board,
O T T A W A, Canada.

Subject: Re: Cascade Rock& Gravel Co. Ltd.

Our Files: R-2-5-11, C-1-15
Your File: 81-6-4

Further to your letter of the 17th ultimo relative to the above, I beg to inform you that I have been in touch with Mr. W.J.Timlick, a former member of the Cascade Rock & Gravel Co. Ltd., and he has kindly supplied me with copies of document dated May 14th, 1929, by which the Cascade Rock & Gravel Co. Ltd. and Mr. Timlick assigned their interest in the Indian Department Leases they held in this area to David B. Boyd, who represented the Seaboard Oil & Refining Co. Ltd.

You will no doubt remember recent correspondence in connection with the latter company who went into liquidation, consequently, it would appear that all this property has now reverted to the Indian Department with the exception of Lot 9, which I told you in my letter of December 1st, 1937, had been recently leased by the Indian Department to the Burrard Shingle Co. Ltd. for a period of twenty years.

This matter was discussed with Mr. Riddell while he was in Vancouver and these facts explained to him, and we are holding up further action, as requested in your letter, until the Board's next visit to Vancouver.

Might I suggest however that you ascertain from the Indian Department exactly how this matter stands as to the area in question, because if all the land upon which the tracks in question are laid has reverted to the Indian Department, you should have no difficulty in obtaining their consent to leaving the tracks there.

I am enclosing herewith three copies of the Agreement above referred to between Cascade Rock & Gravel Co. Ltd., William James Timlick and David B. Boyd.

"K.J. Burns".
Port Manager.

FWGS/BH Encls.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-30

IN YOUR REPLY QUOTE

FILE NO. 81-6-23

CANADA

The original of this Document has been
NATIONAL HARBOURS BOARD
the Indian Lands ...
Signature
19

OTTAWA, January 20, 1938.

30

Dear Sir:

Re: Seymour No. 2 Indian Reserve.

I enclose a copy of an agreement for industrial spur entered into with the Cascade Rock and Gravel Company Limited on March 12th, 1929.

If you refer to the plan attached to the said agreement, you will note that the said spur is largely on property under the administration of your Department.

In connection with the application from the liquidator of the Cascade Rock and Gravel Company Ltd. for the cancellation of the said agreement, it has been suggested that in the event of such cancellation being approved, the siding be left on its present location in order to serve the Burrard Shingle Company Limited (successors to Inspected Shingles Limited) which Company apparently has been operating on Lot 10 of the said Indian Reserve, if this latter Company resume operations and require the service. In this same connection we direct attention to the fact that the book of reference on the plan attached to the above agreement indicates that, in addition to lands in which the Cascade Rock and Gravel Co. Ltd. have interests, the siding crosses over lands in which the following other parties have interests, namely:

Indian Department
J. Alecks
Austin Annias
W.J. Timlick.

Dr. H.W. McGill,
Director,
Indian Affairs Branch,
Department of Mines and Resources,
O T T A W A.

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

Upon drawing this to the attention of our Port Manager, he advised us as per copy of his letter of the 8th instant attached hereto.

Will you kindly advise exactly how this matter stands in respect of the property in question, and in particular, if all the land upon which the tracks in question are laid has reverted to your Department. If such land has reverted to your Department, kindly advise if there would be any objection to the Board leaving the said siding on its present location.

Yours very truly,

J.T. Rowan,
Assistant Secretary.

Enclosures.

DLT 4-1-2, SC
Feb/19/71

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Ottawa, Ontario,
February 1st, 1938.

Dear Sir:-

I enclose for your consideration copy of a letter which has been received from the National Harbours Board, Ottawa, in which reference is made to one received from Mr. J. K. Burns, Port Manager at Vancouver, copy of which is also herewith.

I should be glad if you would give the matter of this industrial spur on Seymour Creed Indian Reserve No. 2, your consideration and report, indicating what reply might be made as requested.

Yours very truly,

J. C. Caldwell,
Chief, Reserves Division.

F.J.C. Ball, Esq.,
Indian Agent,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
February 12th 1938.

Sir:

re: File No.13167-50.

I beg to acknowledge receipt of your letter of the 1st instant with reference to an industrial spur on Squamish I.R.No.2 (Seymour Creek.)

I am advised that the Cascade Holdings wish to give up the use of this spur and the National Harbours Board to take over responsibility for it. The spur does not enter any land leased at present. When it was built it served the Cascade Holdings Co., which abandoned part of their lease to the Seaboard Oil Company, now defunct. It was used by the Burrard Shingle Co.(successor to Inspected Shingles Ltd) until their mill was destroyed by fire last year, and if they rebuild, as I understand they intend to do, they will again require it. Burrard Shingle Company leases Lot 9 on the Reserve, and one spur follows the bounday of that lot, another spur being on Lot 10.

If we are successful in leasing more land on Seymour Creek Reserve, this spur line will enhance the value of the land, and as it does not adversely affect any property on the Reserve, I respectfully suggest that the Department grant the National Harbours Board a permit to allow the spur to remain, as it is, during pleasure. An alternative would be a lease to the National Harbours Board, but as they are not receiving any revenue from the Reserve, only a nominal rental could be charged, and a permit might be the better arrangement.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

B/DH.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

12167-50

CANADA

NATIONAL HARBOURS BOARD

Indian Affairs Branch. FEB 17 1938 RECORDS

OTTAWA, February 16, 1938.

Dear Sir,

Re: Seymour No. 2 Indian
Reserve. Our File 81-6-123.

R

With reference to my letter of the 20th ultimo, relative to the above property, kindly advise as to the present status of this matter.

Yours very truly,

J. T. Rowan

J. T. Rowan,
Assistant Secretary.

Dr. H. W. McGill,
Director,
Indian Affairs Branch,
Department of Mines and Resources,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

CANADA

NATIONAL HARBOURS BOARD

Department of Mines and Resources
Indian Affairs Branch.
FEB 17 1938
RECORDS

OTTAWA, February 16, 1938.

Dear Sir,

Re: Seymour No. 2 Indian
Reserve. Our File 81-6-123.

R

With reference to my letter of the 20th ultimo, relative to the above property, kindly advise as to the present status of this matter.

Yours very truly,

J. T. Rowan

J. T. Rowan,
Assistant Secretary.

Dr. H. W. McGill,
Director,
Indian Affairs Branch,
Department of Mines and Resources,
O t t a w a.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(1) Surv
(2) Reserves

13167-50

February 18th, 1938.

Dear Sir:-

I desire to acknowledge receipt of your letter of January 20th, your file 81-6-23, referring to the location of a spur on lands within the boundaries of the Seymour Creek Indian Reserve Number Two, in the City of Vancouver.

Our local Agent, Mr. F.J.C. Ball, reports that at the present time this spur does not enter any lands under lease, the former leases which it served having been cancelled and the lands resumed by the Department. However our Agent reports that it is possible some of these parcels may again be leased for industrial purposes and in that event the location of this spur land would be of advantage, and in so far as this Department is concerned we would recommend leaving the spur as at present, and if necessary permission to do so will be granted upon request.

Yours very truly,

T.R.L. MacInnes,
Secretary.

J. T. Rowan, Esq.,
Assistant Secretary,
National Harbours Board,
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

IN YOUR REFERENCE QUOTE
FILE No. 81-6-123

CANADA

NATIONAL HARBOURS BOARD

Reserves

OTTAWA, March 18, 1938.

Dear Sir:

Your File 13167-50

Referring to yours of the 18th ultimo, relative to National Harbours Board spur line of railway located within the boundaries of Seymour Creek Indian Reserve Number Two, Vancouver, I have to request that your Department grant to this Board express permission in writing for the maintenance and operation of the said spur line of railway on its present location.

Yours very truly,

J.T. Rowan

J.T. Rowan,
Assistant Secretary.

T.R.L. MacInnes,
Secretary,
Indian Affairs Branch,
Department of Mines and Resources,
OTTAWA, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

IN YOUR REFERENCE QUOTE
FILE NO. 81-6-123

CANADA

NATIONAL HARBOURS BOARD

MAR 23 1938
RECORDS

Reference

OTTAWA, March 18, 1938.

Dear Sir:

Your File 13167-50

Referring to yours of the 18th ultimo, relative to National Harbours Board spur line of railway located within the boundaries of Seymour Creek Indian Reserve Number Two, Vancouver, I have to request that your Department grant to this Board express permission in writing for the maintenance and operation of the said spur line of railway on its present location.

Yours very truly,

J.T. Rowan,
Assistant Secretary.

T.R.L. MacInnes,
Secretary,
Indian Affairs Branch,
Department of Mines and Resources,
OTTAWA, Ont.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. D.

13167-50

March 23rd, 1938.

Dear Sir:-

Referring to your letter of February 12th last concerning the location of the industrial spur line in Squamish Indian Reserve No. 2, Seymour Creek, I attach copy of a letter received from the Assistant Secretary of the National Harbours Board in this City and would ask you to report whether you consider there is any objection to giving the permission requested.

Yours very truly,

For Secretary.

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

IN YOUR REPLY QUOTE

FILE No. 81-6-123

CANADA

NATIONAL HARBOURS BOARD

OTTAWA, April 6, 1938.

R

EX'D.

Department of Mines and Resources
Indian Affairs Branch.
APR 7 1938
RECORDS

Dear Sir:

Your File 13167-50.

Referring to ours of the 18th ultimo in which we requested written permission for the maintenance and operation of the spur line of railway herein on its present location, I am directed to ask you for a reply at your early convenience.

Yours very truly,

J.T. Rowan

J.T. Rowan,
Assistant Secretary.

T.R. L. MacInnes, Esq.,
Secretary,
Indian Affairs Branch,
Department of Mines and Resources,
O T T A W A.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-50

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
April 8th 1938.

Sir:

re: File No.13167-50.

I beg to acknowledge receipt of your letter of the 23rd ultimo with enclosure regarding the National Harbours Board request for a permit to allow their spur line to remain on Squamish I.R.No.2 (Seymour Creek).

As mentioned in my letter of the 12th ultimo, this spur line is valuable to lessees of land on Seymour Creek, and a permit should be given as requested by the Board.

If there is any legal objection to granting such permit without compensation, a nominal rental of $1.00 per annum would appear to cover the situation.

With this spur line in operation, lessees are able to ship either by rail or water, a most advantageous situation to them.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/DH.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-30

Ottawa, Ontario,
April 13th, 1938.

Dear Sirs:-

I wish to refer to your two letters of March 18th and April 6th respectively, your file No. 81-6-123, in the matter of maintenance and operation of railway spur line at present located on the Seymour Creek Indian Reserve Number Two, of the Squamish Tribe, in the City of Vancouver.

Permission is hereby granted to allow this spur line to remain as at present, such permission to be during pleasure of the Minister of Mines and Resources.

Yours very truly,

Director of Indian Affairs.

The National Harbours Board,
OTTAWA,
Ontario.

The original of this Document has been removed to a safe place in the Records of the Indian Land Registry.
DLT 4-1-2 Signature
July 18/71 19

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-50

Credit Advice

MEMO. Reserves

May 10th 1938.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book, Folio

R

Amount $ 300.00

Agency Receipt No. 2250 dated Apr. 30/38.

Payer Cascade Holdings on account of Rental.

Lease Susp. 126.

M. McCrimmon

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

PROVINCE OF B. C.

IN THE MATTER OF LEASE COVERING
PORTIONS OF SEYMOUR CREEK
INDIAN RESERVE NUMBER 2.

A F F I D A V I T

WILSON, WHITE & WOODBURN,
Barristers &c.,
920 Stock Exchange Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PROVINCE OF BRITISH COLUMBIA) IN THE MATTER OF LEASE COVERING
) PORTIONS OF SEYMOUR CREEK
TO WIT:) INDIAN RESERVE NUMBER 2.

A F F I D A V I T

I, WALTER J. BARRETT-LENNARD, of the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am a Director of Cascade Holdings Limited, and as such have knowledge of the facts hereinafter deposed to;

2. THAT under and by virtue of a lease dated the 21st day of October, 1932, and made between His Majesty King George V represented by the Superintendent General of Indian Affairs and the said Cascade Holdings Limited, and covering portions of the Seymour Creek Indian Reserve No. 2, Vancouver, as more particularly described in the said lease, the said Cascade Holdings Limited is obligated to pay, in addition to the rental set out in said lease, a royalty of six cents for every yard of sand or gravel taken by it from the said premises;

3. THAT Cascade Rock & Gravel Company Limited, operating under an Agreement with Cascade Holdings Limited was, from the 19th day of July, 1929 until the 6th day of November, 1936, in occupation of the premises of one Harold McCabe, said premises being known and described as Lot 5, save and except the Easterly 150 feet thereof, of Block 5, Subdivision of District Lot 193, Municipality of North Vancouver;

4. THAT shortly after the 6th day of November, 1936, the said Cascade Holdings Limited purchased a lot further up the Seymour Creek and known and described as follows:

Lot 11, Block 5, District Lot 193;

5. THAT from the said 21st day of October, 1932, to date

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

practically all the requirements of sand and gravel of Cascade Rock & Gravel Company Limited, the operating Company, have been taken either from the said premises referred to in the McCabe lease or from the property purchased by the said Cascade Holdings Limited as set out in paragraph 4 above;

6. THAT since the said 21st day of October 1932, neither Cascade Holdings Limited nor Cascade Rock & Gravel Company Limited has removed nor has anyone on their behalf removed any sand or gravel from the premises described in the said Lease of 21st October, 1932, and Cascade Holdings Limited accordingly owes no royalty in this connection.

SWORN before me at the City of)
Vancouver, in the Province of)
British Columbia, this 26th)
day of May, A.D. 1938.)

A D Wilson
A Commissioner for taking Affi-)
davits within British Columbia.)

W J Bancroft Jennard

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Department of Mines & Resources
Indian Affairs Branch.
JUN 10 1938
RECORDS

416 Federal Building,
Vancouver, B. C.
June 6th 1938.

Department of Mines & Resources
Indian Affairs Branch.
JUL 16 1938
RECORDS

Sir:

"re: Cascade Holdings Ltd."
File No.13167-50

I beg to report in connection with the above lease that the company has paid no gravel dues for several years although their plant has operated more or less continuously. "... Will Ellis, the president, died on September 14th 1934, and Mr.W.J.Barrett-Lennard has handled the Company's affairs since the death of Ellis." I have made repeated applications for a sworn statement of the amount of gravel taken, and have now received the enclosed affidavit.

The Company's machinery lifts the gravel from the creek bed on Seymour Creek Reserve (Squamish #2), and it passes through their plant, is graded and hauled away by trucks.

They claim that this gravel is washed down the creek from property owned and leased by them above the Indian Reserve. Even were this true, is not the gravel the property of the Reserve when it reaches the Reserve? The creek at the point where the gravel is taken is at tide-water, and would otherwise form gravel bars at the creek mouth. There is a legal point involved which I am not competent to decide so I am referring it to you for your decision, or for the legal opinion of the Department of Justice.

The question of rental is not involved, as the Company pays rentals when due.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/DH.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

PUBLIC ARCHIVES
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CANADA

EX'D.

July 22, 1938.

MEMORANDUM: Mr. Cory

In the Seymour Creek Indian Reserve in the city of Vancouver, there is current a lease to Cascades Holdings Limited under which, by agreement, the Cascade Rock and Gravel Company Limited operate.

The above described lease calls for the payment of a certain annual rental, and in addition, a royalty of six cents for every cubic yard of sand or gravel taken from the premises.

Our local agent, Mr. F. C. Ball, now directs our attention to the situation which has developed in connection with this lease in that the lessees refuse to pay the six cent royalty on the ground that the gravel removed is washed down from property owned and leased by them above the Indian Reserve. The point at issue, therefore, is whether this Department would have the right and authority to charge a royalty on this material on the assumption that having entered the Indian Reserve it became part of the Reserve.

The situation is admittedly unusual, but nevertheless of very considerably importance to the Squamish tribe, and I should be glad to have your view in the matter from a legal standpoint.

TRLM

T. R. L. MacInnes
Acting Director

JCC

JCC 22/38

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor copy

PUBLIC ARCHIVES
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CANADA

File No. 13162-50

Credit Advice

MEMO.

Nov 13th 1938

The following remittance has been received from

Indian Agent J. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 300.00

Agency Receipt No. 19381 dated 18.10.38

Payer Cascade Holdings Co. on account of Rent from July 1, 1938 to Jan. 1, 1939

Lease Dup. 176

M. McDermott

B.

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

15167-30.

CANADA

DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, November 16th, 1938.

MEMORANDUM:

Dr. McGill.

By lease dated the 21st of October, 1932, Cascade Holdings Limited, of the City of Vancouver, was granted certain gravel mining rights on the Seymour Creek Indian Reserve No. 2, North Vancouver. This lease was for a period of twenty-one years from the 1st of October 1932 and called for the payment of an annual rental of $600.00 and royalty at the rate of six cents per cubic yard on all sand or gravel taken from the premises.

Subsequently these lessees fell in arrears in the payment of rental and on June 12th, 1936 cancellation of the lease submitted to and approved by you, but for a cause notification of such cancellation was not at that time sent either to our local Agent, Mr. Ball, or to the lessees.

In the meantime the Company has continued to pay rental at the rate of $600.00 per annum and is only in arrears for a comparitively short period. In order that the further necessary action may be taken to bring these rentals up to date and adjust our records accordingly I would recommend that the cancellation of June 12th, 1936 be revoked and the lease reinstated, as the occupation of the premises by this Company is a source of considerable revenue to the Indian owners of this reserve.

Approved
H. McGill

J. C. Caldwell,
Chief, Reserves Division.

Vancouver Agy.
Cancl. 61
Lease forwarded
22.11.38
JB

Copy of this Document has been removed from the Records of the Indian Land Registry.
DLT 4-1-2 E4
Signature
Feb/18/71 19

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Petty
Rec'd

13167-50

November 21st, 1938.

Dear Sir:

Consideration has been given recently to the premises on the Seymour Creek Indian Reserve No. 2, North Vancouver, held under lease by Cascade Holdings, Limited, of the City of Vancouver, this lease having first issued on the 21st of October, 1932, providing for the payment of an annual rental of $600.00 and a royalty at the rate of 6¢ per cubic yard on all sand or gravel removed therefrom.

Our records indicate that at the present time Cascade Holdings, Limited, is in arrears to the amount of $518.00, and I would ask you to be good enough to bring this fact to the attention of the lessees with a view to making collection.

Our ledger record indicates that on April 30th, 1937, an odd amount of $182.00 was received from Cascade Holdings, Limited, and we would like to obtain an explanation as to why this payment was made and whether it should be recorded as rental or royalty.

In your letter of June 6th last, you informed the Department that while this Company was removing sand or gravel from the leasehold, no royalty was being paid, the lessees contending that the material came from their other premises further up Seymour Creek. Off-hand, it would not appear that this fact should relieve

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor copy

PUBLIC ARCHIVES
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CANADA

Cascade Holdings Limited of responsibility to pay royalty to the Department.

I would suggest that you discuss this particular phase of the matter with Commissioner MacKay and if it should be considered necessary to obtain a legal opinion, this will be done later on.

Yours very truly,

TRLM

T. R. L. MacInnes,
Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

Poor Copy

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CANADA

Cascade Holdings Limited of responsibility to pay royalty to the Department.

I would suggest that you discuss this particular phase of the matter with Commissioner MacKay and if it should be considered necessary to obtain a legal opinion, this will be done later on.

Yours very truly,

TRLM

T. R. L. MacInnes,
Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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ARCHIVES PUBLIQUES
CANADA

987/ ~~167~~/32-7-2-5 CLOSED VOL.

CHARGE CARD

TO	DATE			BY	TO	DATE			BY	REQ'D BY	PER	DATE
Alt 4.5	16	4	69	29								
Alt 4-1-2	15	2	71	18								

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION - INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 2)

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CANADA

Indian Affairs
Central Registry Files, 1874-1959

File		(RG 10, Volume 8091)	
987/32-7-2-3	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2 TO THE NARROWS LUMBER CO. AND C.P. LUMBER MILLS LTD. (SQUAMISH BAND) (PLANS)	1941-1948
987/32-7-2-5	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND) (PLANS)	1927-1930
987/32-7-2-5	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND).	1930-1938
987/32-7-2-5	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEYMOUR CREEK RESERVE 2. (SQUAMISH BAND) (PLANS).	1938-1945

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

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A

CLOSED VOLUME
See Vol 4

FILE NO. ~~167~~ 987/32-7-2-5

— INDIAN AFFAIRS BRANCH —
DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

B

SUBJECT. LEASE
LOT 17
SQUAMISH BAND
SEYMOUR CREEK RES. NO. 2
FRASER ~~AGENCY~~ DISTRICT

VOLUME 3

FROM November, 1936
TO December, 1945

FILE NO. ~~167~~ 987/32-7-2-5 VOL. 3

A

CLOSED VOLUME
See Vol 2

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
Alt 45	29	Reg	16-9-69	PA	ALT45	15-10-69	
Act 4-1-2	18	Reg	15-2-71	PA	DLT A-1-2	19/2/71	

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30-74

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DO NOT WRITE BELOW THIS LINE

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CLOSED VOLUME
See Vol 4

FILE NO. 167/32-7-2-5 V-3

—INDIAN AFFAIRS BRANCH—

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

A

VOLUME 3

SUBJECT Lease
~~Sq~~ Lot 17
Squamish Band
Seymour Creek Res #2.
Fraser Agency

FROM

TO

FILE NO. 167/32-7-2-5

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use

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PUBLIC ARCHIVES
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NO. 13167 -7-2-5 VOL. 3 VOL. 2 CLOSED

INDIAN AFFAIRS BRANCH

DEPARTMENT OF MINES AND RESOURCES

VANCOUVER

LEASE

LOT 17 IN INDUSTRIAL SUB. OF
SEYMOUR CREEK I.R. TO
CASCADE ROCK & GRAVEL CO.

R. 1958

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch
DEC 5 1938
RECORDS

PLEASE QUOTE
FILE

R

Representative of the Treasury
DEC 5 1938
INDIAN AFFAIRS

416 Federal Building,
Vancouver, B. C.
November 30th 1938.

Sir:

re File No.13167-50

I beg to acknowledge receipt of your letter of the 21st regarding the Cascade Holdings Company being in arrears $518.00. This is not correct, as the rent is paid to January 1st 1939. You have failed to give the Company credit for sand and gravel which they supplied the Squamish Reserve No.1 roadway in December 29th 1934, the amount being $518.00. You will find details of this transaction on your files.

However, with regard to the fourth paragraph of your letter, the Company sent an affidavit that no gravel was being taken from the Reserve, although they are operating almost continuously.

As per your instructions, I consulted Mr.Commissioner MacKay, who thinks the Company is liable, but that legal opinion should be obtained.

I have spoken to the Company's representative again, and he states that the gravel they take is from land they have purchased and not gravel brought down the stream.

Before obtaining legal opinion, I suggest that Mr. C.E.Webb, of the Dominion Water Power Bureau, who is well acquainted with this creek, be instructed to make an investigation as to the source of this gravel. The Company could also send a representative and between us we might possibly come to an understanding.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

Fred J.C. Ball

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
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CANADA

13167-50

Ottawa, Ontario,
December 8th, 1958.

Dear Sir:-

Some years ago the Department of Indian Affairs issued a lease in favour of Cascade Holdings Limited, of Vancouver, granting the right to remove sand or gravel from a portion of the Seymour Creek Indian Reserve No. 2, in North Vancouver.

At the present time there exists some dispute between the lessees and this Branch concerning the payment of royalty on material removed from the leasehold, and our local Indian Agent, Mr. F.J.C. Ball of Vancouver, has suggested that it would be beneficial to us to have your Mr. C.E. Webb investigate the situation with a view to determining the source of the material which is being removed, and for which the Company refuses to pay royalty.

If possible I should be pleased if you would instruct your Mr. Webb to discuss the matter with our Agent, Mr. Ball, and after investigation submit a report. If you find it convenient to instruct Mr. Webb accordingly kindly let me know so that I may give some direction to our Agent.

Yours very truly,

A. Lowes

Director of Indian Affairs.

J. T. Johnston, Esq.,
Controller, Dominion Water
and Power Bureau,
Department of Mines and Resources,
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
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CANADA

13167-30.

Ottawa, Ontario,
December 8th, 1938.

Dear Sir:-

I beg to acknowledge receipt of your letter of November 30th, in which you report further concerning Cascade Holdings Limited, and the Seymour Creek Indian Reserve No. 2,

Your explanation as to the apparent discrepancy in the payment of rentals has been noted and our records will be adjusted accordingly.

I am getting in touch with the Controller of the Dominion Water and Power Bureau with a view to having Mr. Webb investigate the local situation, and if this is possible I will advise you fully a little later.

Yours very truly,

Director of Indian Affairs.

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50.

December 12th, 1958.

Dear Sir:-

I beg to acknowledge receipt of your letter of November 30th, in which you report further concerning the payment of rentals by Cascade Holdings Limited, and directing our attention to a credit in the amount of $518.00 for gravel supplied for road purposes within the reserve.

This credit of $518.00 must be supported by the necessary vouchers which do not appear to have been received, and I would ask you to give your attention to this phase of the situation as the Treasury officials will not credit this $518.00 to rental until such supporting documents are received.

Yours very truly,

T.R.L. MacInnes,
Secretary.

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

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13167-50

ADDRESS REPLY TO
DOMINION WATER AND POWER BUREAU

MFC:HMB.

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH

QUOTE FILE 41701-W.

Your file 13167-50.

OTTAWA, December 12th, 1938.

MEMORANDUM:

Dr. McGill.

I have received your letter of the 8th instant with reference to a lease issued in favour of the Cascade Holdings Limited, of Vancouver, granting the right to remove sand or gravel from a portion of the Seymour Creek Indian Reserve No. 2, in North Vancouver, and suggesting that Mr. Webb be instructed to discuss the matter of a dispute between the lessees and the Indian Affairs Branch, with the Indian Agent Mr. Ball, and after investigation submit a report.

I shall be glad to instruct Mr. Webb to make an investigation and submit a report as suggested. I have accordingly written to him sending him a copy of your letter and have instructed him to get in touch with Mr. Ball and do all that is necessary in this connection so that your Branch may have full information as to the source of the material which is being removed and for which the Cascade Holdings Limited refuses to pay royalty.

J. Y. Johnston

Dr. H.W. McGill,
Director of Indian Affairs Branch,
Department of Mines and Resources,
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

13167-30.

December 15th, 1938.

Dear Sir:-

Referring to your letter of November 30th in the matter of payment of royalty by Cascade Holdings Limited for material removed from the Seymour Creek Indian Reserve Number Two, I wish to advise you that the suggestion contained in the last paragraph of your letter has been acted upon, and the Controller of the Dominion Water and Power Bureau has very kindly given instruction to Mr. Webb to cooperate with you in this matter and to conduct the investigation as recommended.

A further report from you in due course will no doubt be received.

Yours very truly,

[illegible]

[illegible] C. Ball, Esq.,
[illegible]dian Agent,
[illegible]

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CANADA

OFFICE PHONE: SEY. 9246
PLANT PHONE: NORTH 1363

PLANT AND BUNKERS
NORTH END SECOND NARROWS BRIDGE
NORTH VANCOUVER, B.C.

Received from

CASCADE ROCK & GRAVEL CO. LTD.

VANCOUVER, B.C., MAR. 5. 193

BY DEPT. INDIAN AFFAIRES

ADDRESS

DESTINATION OF SHIPMENT

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
5	" "	2"	ROCK	
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	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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A. E. SHIPPER

C. R. [illegible]CK OWNER

McDONALD. DRIVER

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DESTINATION OF SHIPMENT Reserve.

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
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ADDRESS

DESTINATION OF SHIPMENT Rivers.

QUANTITY				AMOUNT
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DESTINATION OF SHIPMENT

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NORTH VANCOUVER, B.C.

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ADDRESS

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DESTINATION OF SHIPMENT

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DESTINATION OF SHIPMENT

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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT
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PLANT PHONE: NORTH 1363

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VANCOUVER, B.C., Mar. 3. 1936

BY dept. Indian affairs

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DESTINATION OF SHIPMENT

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QUANTITY				AMOUNT	
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NORTH VANCOUVER, B.C.

Received from

CASCADE ROCK & GRAVEL CO. LTD.

VANCOUVER, B.C., Feb 27 1934

BY Dept. of Indian Affs

ADDRESS

DESTINATION OF SHIPMENT

QUANTITY				AMOUNT
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	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
5	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT	
5	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5.	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
5	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
5	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	⅜"	ROCK	
5	" "	1¼"	ROCK	
	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5.	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
5.	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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PLANT PHONE: NORTH 1363

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NORTH END SECOND NARROWS BRIDGE
NORTH VANCOUVER, B.C.

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DESTINATION OF SHIPMENT Reserve.

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	" "	3/8"	ROCK		
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	" "	2"	ROCK		
5	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
4.	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
4	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
4.	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4	" "	2"	ROCK		
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	" "		W. SAND		
	" "		PEA GRAVEL		
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	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
	" "	1¼"	ROCK		
4.	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
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	" "		NAVVY JACK		

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	CU. YDS.		ROCK DUST		
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	" "	1 1/4"	ROCK		
4	" "	2"	ROCK		
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	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
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	" "	2"	ROCK		
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	" "		PEA GRAVEL		
4	" "		PAV'G "		
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	" "		PEA GRAVEL		
	" "		PAV'G "		
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	" "		PEA GRAVEL	
	" "		PAV'G "	
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	CU. YDS.		ROCK DUST		
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	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
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	" "		PAV'G "		
	" "		TORPEDO		
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	" "		W. SAND	
	" "		PEA GRAVEL	
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5	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
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	" "		W. SAND		
	" "		PEA GRAVEL		
4	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
4	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
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	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	" "		PEA GRAVEL		
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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
5	" "	2"	ROCK	
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	" "		PEA GRAVEL	
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
4	" "	1¼"	ROCK		
	" "	2"	ROCK		
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	" "		W. SAND		
	" "		PEA GRAVEL		
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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4.	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
4	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
4	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1¼"	ROCK		
4	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
	" "	1¼"	ROCK		
4.	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
	" "	1¼"	ROCK		
4	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4.	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4.	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
4	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
4.	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	" "	3/8"	ROCK	
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	" "	2"	ROCK	
4.	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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	" "	3/8"	ROCK	
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	" "	2"	ROCK	
4	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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DESTINATION OF SHIPMENT Reserve North Van.

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
4.	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
2	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
4	" "		PAV'G "		
	" "		TORPEDO		
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	" "	3/8"	ROCK		
4	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
41	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
41	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4.	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
4	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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DESTINATION OF SHIPMENT Reserve

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
4	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
4	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
5	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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DESTINATION OF SHIPMENT N. Van Reserve.

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
5	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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DESTINATION OF SHIPMENT

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	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
5	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
4	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
4.	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
4	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
5	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	⅜"	ROCK	
	" "	1¼"	ROCK	
	" "	2"	ROCK	
5	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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DESTINATION OF SHIPMENT Rosemon.

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	⅜"	ROCK	
	" "	1¼"	ROCK	
	" "	2"	ROCK	
5	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
5	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
5	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
	" "	1¼"	ROCK		
	" "	2"	ROCK		
5	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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M. D.

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DESTINATION OF SHIPMENT Reserve

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
5	" "	1¼"	ROCK	
	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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DESTINATION OF SHIPMENT Reserve

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
5	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
5	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
5.	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
4.	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
	" "	1¼"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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DESTINATION OF SHIPMENT Rimouski.

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
5	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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DESTINATION OF SHIPMENT Reserve.

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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DESTINATION OF SHIPMENT Reserve

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1¼"	ROCK		
6	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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DESTINATION OF SHIPMENT Reserve

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
6	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
4	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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DESTINATION OF SHIPMENT Reserve.

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
5.	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1¼"	ROCK		
	" "	2"	ROCK		
5T	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
	" "	1¼"	ROCK		
5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
5	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
5	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5.	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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VANCOUVER, B.C. MAR. 14 1936

BY DEPT. INDIAN AFFAIRES

ADDRESS

DESTINATION OF SHIPMENT

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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PLANT PHONE: NORTH 1363

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	" "		W. SAND		
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	" "		PAV'G "		
	" "		TORPEDO		
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DESTINATION OF SHIPMENT Reserve —

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
57	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	" "	3/8"	ROCK	
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5	" "	2"	ROCK	
	" "		OVERS	
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	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
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5	" "	2"	ROCK	
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	" "		PEA GRAVEL	
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	" "		TORPEDO	
	" "		NAVVY JACK	

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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
5	" "	1 1/4"	ROCK	
	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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DESTINATION OF SHIPMENT Reserve -

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
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	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT
	CU. YDS.		ROCK DUST	
	" "	3/8"	ROCK	
	" "	1 1/4"	ROCK	
5.	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
	" "		PAV'G "	
	" "		TORPEDO	
	" "		NAVVY JACK	

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QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
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DESTINATION OF SHIPMENT Reserve

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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DESTINATION OF SHIPMENT N. Van Reserve

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
5	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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DESTINATION OF SHIPMENT

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	3/8"	ROCK		
5	" "	1 1/4"	ROCK		
	" "	2"	ROCK		
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	" "		W. SAND		
	" "		PEA GRAVEL		
	" "		PAV'G "		
	" "		TORPEDO		
	" "		NAVVY JACK		

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	" "	3/8"	ROCK	
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5	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
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5	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
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DESTINATION OF SHIPMENT Reserve

QUANTITY				AMOUNT	
	CU. YDS.		ROCK DUST		
	" "	⅜"	ROCK		
5.	" "	1¼"	ROCK		
	" "	2"	ROCK		
	" "		OVERS		
	" "		W. SAND		
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	" "	3/8"	ROCK		
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	" "	2"	ROCK	
	" "		OVERS	
	" "		W. SAND	
	" "		PEA GRAVEL	
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OTTAWA
February 19th 1936

Sir:

Your letter of the 11th instant has been received recommending that payment for labour of Indians spreading gravel on the road through the Squamish Reserve be paid in the way of provisions rather than cash. This meets with approval.

The itemized accounts with the acknowledgment of the Indian accompanied by a receipted paylist should be forwarded here, as I understand from your letter only the labour will need to be paid for, the gravel being supplied by the Company and credited on their debt.

Your obedient servant,

"A.F.Mackenzie"

Secretary.

F.J.C.Ball Esq.
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Voucher # 8120 fwd'd.

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(C O P Y)

VANCOUVER, B. C.
February 11th 1938.

Sir:

re: Your File No.23167-2

I beg to acknowledge receipt of your letter of the 31st ultimo regarding gravelling of the road through Mission No.1 Reserve of the Squamish Band.

As I have already pointed out, the cost of the gravel will be credited against what the Company owes us for royalties, no cash will be paid out.

With regard to the last paragraph of your letter, I think the best way to pay for the labour will be by giving those who work an allowance in groceries instead of paying them in cash. This is agreeable to them, and is much the better plan.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Department of Indian Affairs,
OTTAWA.

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File no.23167-2

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OTTAWA
January 31st 1936.

Dear Sir:

The Department is in receipt of your letter of the 4th instant, with further reference to the gravelling of the main road through the Mission Reserve, Squamish No.1.

In reply I beg to say that if the Indian Band are satisfied to accept whatever reduction in interest distribution that will result from the expenditure of $600.00 on this road work, the Department has no objection to proceeding with the same. You may therefore make the necessary arrangements with the Cascade Holdings Company for the furnishing of the gravel, it being understood that the amount will be credited against what they owe the Band for rent.

The Department also authorizes you to expend a sum of approximately $100.00 for the necessary repairs to ditches and building culverts.

If you require an advance for the payment of labour kindly advise the amount required, and a cheque will be sent to you.

Yours very truly,

"A.F.Mackenzie"

Secretary.

F.J.C.Ball Esq.
Indian Agent,
Vancouver, B. C.

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VANCOUVER, B. C.
January 30th 1936.

Sir:

re: Your File No.23167-2A

I beg to refer to your letter of the 13th ultimo and my reply of the 4th instant regarding gravelling of road through Mission I.R.No.1, Squamish Band.

It is rather important that this plank road be repaired, or the gravel put in place, as there is danger of accident on account of the number of big holes in the road.

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(COPY)

VANCOUVER, B. C.
January 4th 1936.

Sir:

re: Your File No.23167-2A.

I beg to acknowledge receipt of your letter of the 13th ultimo regarding the gravelling of the main road through Mission Reserve, Squamish No.1. I have taken up this matter with the Council and they feel that it will not affect the distribution to any extent. The usual per capita distribution costs approximately $4,600.00 so there would appear to be ample interest to take care of it.

The road is rapidly becoming dangerous. Since the Indians have been longshoring, they have all bought cars, so that they can get to work quickly when called, and the traffic over this plank road has been enormously increased in recent months. Many planks have been broken, and I doubt whether the road could be required now.

I respectfully request that authority be granted to have this road gravellind. Did you not overlook the point I mentioned, viz, that the gravel would be supplied by the Cascade Holdings Company, and the amount credited against what they owe us for royalties, so that actually the Band funds would not be depleted at all.

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

(F.J.C.Ball)

The Secretary, Indian Agent.

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

File 23167-2A

(COPY)

OTTAWA

December 13th 1935.

Dear Sir:

I am in receipt of your letter of the3rd accompanied by a resolution passed by the Indian Council of the Mission Reserve No.1, requesting authority to replace the present plank street through their Reserve by a gravelled road, at an approximate cost of $600.00 also the replacing of culverts at a cost of $100.00.

Before giving the Indians' request any consideration, I would advise you that in the event of $700.00 being authorized from the interest account of this Band, which account amounts to $12,600 the Indians would have to be prepared to accept a smaller interest distribution.

Kindly advise me as to whether this meets with the approval of the Indian band, should the Department be in a position to authorize the expenditure.

Yours very truly,

"A.F.Mackenzie"

Secretary.

F.J.C.Ball Esq.
Indian Agent,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(COPY)

VANCOUVER, B. C.
December 3rd 1936.

Sir:

I beg to enclose herewith a resolution of the Squamish Indian Council regarding their main road through Mission No.1 Reserve. This plank walk has been a source of continual expense. We have repaired it year after year only to have it broken within a few months, and the traffic is too heavy for planks.

I have obtained an estimate for gravelling and the material, 3" to 4" rock covered with 1½" to dust fine gravel, all truck spread, would be approximately $600.00. It would not need rolling. There would be a further cost of repairing culverts and making new ditches, which are not necessary with the plank road, but would have to be fixed up if the road is gravelled.

I may say that the cost of the gravel would be applied against the gravel royalties due us by the Cascade Holdings, who have quoted on this work, and it might be a satisfactory way of collecting some of this money. I cannot give a very close estimate on the ditches and culverts, as I do not know what we shall need until the planks are removed, but it should not exceed $100.00 in all.

If the Department will approve this resolution, the work should be done right away, so as to avoid the expense of repairing the planks.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(COPY)

CASCADE ROCK & GRAVEL COP.LTD.
410 Seymour St.
Vancouver, B. C.
November 9th 1935.

Mr.F.J.C.Ball:
Rogers Buildings,
Vancouver, B. C.

Dear Sir:

As suggested by you in our conversation of yesterday morning, I have looked over the road leading through the Indian Reserve at North Vancouver and would recommend ~~that~~ the following also the approximate cost for materials. At present the plank road is in a very bad condition and hardly warrants any repairs. I would suggest the complete removal of all planking and a roadway 10 feet wide of the following constructions- As certain sections are low and the sub soil of a spongy nature, it would require a base coarse of fairly heavy g crushed materials ranging in size from 3" to 4" and a surface coarse throughout about 6" laid of crusher run material ranging in size from 1½" to Dust. This surface coarse would have good binding qualities and would not necessitate the use of roller. This when completed should give ample service for the amount of traffic using the road today and would readily lend itself to any future improvements of a better type that may need to be done.

I notice that the ditches and culverts are in very bad condition and should be attended to in the event of you going ahead with this project.

We have much pleasure in quoting you the following prices on crushed material supplied to and truck spread on job

Base material 3" to 4" crushed, approx.150 yards, ~~$1.2xx~~
$1.20 per cubic yard
Surface material 1½" to Dust, approx.260 yards
$1.30 per cubic yard.

I checked over length and width of roadway to be treated and find same to be roughly 1,400 feet long by 10 feet wide.

Hoping to hear further from you,
I am,
Yours truly,
"Alf.Ellis"

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Indian Affairs & Resources
JAN 4 1939
PLEASE QUOTE
FILE
RECORDS

416 Federal Building,
Vancouver, B. C.
December 29th 1938.

Sir:

re: File No.13167-50

I beg to acknowledge receipt of your letter of the 12th instant regarding rentals due from the Cascade Holdings.

The amount of $518.00 was credited in 1934, and at this late date it is difficult to know what kind of vouchers you require.

The Department authorized the work done on the roadway, I obtained a price of $518.00 from the Company and knowing the slipperiness of the proprietor at that time, insisted upon it being put in writing - a copy is enclosed. Without further notice, he advised me that the bill would be $911.60. If it had been even $50.00 more than his estimate, it might have been reasonable, but to almost double it was ridiculous. We had considerable discussion, and he finally accepted his estimated figure of $518.00.

I enclose herewith copies of correspondence, also the Company's delivery slips, but I have no other vouchers.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines and Resources
Indian Affairs Branch
JAN 20 1939
RECORDS

416 Federal Building,
Vancouver, B. C.
January 16th 1939.

Sir:

re: File No.13167-50

I beg to acknowledge receipt of your letter of the 15th ultimo regarding royalty on gravel from the Cascade holdings Company, on Seymour Creek, Squamish Reserve No.2.

I visited this Reserve on the 13th instant with Mr.C.E.Webb, of the Dominion Water & Power Bureau, and went over the situation with him, but he is undecided, also, as to how we stand in the matter. The lease held by the Cascade Holdings comprises three portions of the Reserve, the portion upon which the machinery stands adjoins the roadway over the 2nd Narrows Bridge. The offices and part of the equipment stand upon the bridge road right of way, and they pay rental to the bridge company for that portion.

The plans attached to the lease could not be made to fit in with the topography of the Reserve as it is today. Most of the land shown on the plan is now in the creek, which periodically changes its course, and the Company is now taking gravel from land which was formerly on the opposite shore of the old creek bed, and not on Reserve land. What was water when this lease was issued is now land.

Mr.Webb says he will probably have to re-survey the lease before he can offer an opinion. It is a most confusing situation, and he was not surprised that I could come to no definite conclusion as to whose gravel the Company is taking.

A further report will be forwarded in due course.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-30.

January 21st, 1939.

Dear Sir:-

I wish to acknowledge receipt of your letter of January 16th, in which you report further concerning the subject of royalties payable on gravel removed by Cascade Holdings Limited from the Seymour Creek Indian Reserve No. 2.

The information contained in your letter is interesting, and we shall be pleased to receive a further report from you in due course.

Yours very truly,

T.R.L. MacInnes,
Secretary.

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

Reference

416 Federal Building,
Vancouver, B. C.
February 23rd 1939.

FEB 27 1939
RECORDS

Sir:

re: File No.13167-50

I beg to acknowledge receipt of your letter of the 21st January last in connection with the Cascade Holdings Ltd., on Seymour Creek Reserve (Squamish No.2).

Mr.Webb, of the Dominion Water Power Bureau, had a survey made and this shows that the place from which the gravel is being taken at present is 400 feet off the Reserve. The drag-line brings the scoop through the river, across part of the leased land, to the gravel-washer on the Reserve, and, after discussing the matter from all angles, we came to the conclusion that practically no gravel could be taken from the Reserve, as the scoop would be full before it reached the Reserve.

Mr.Webb suggested that I advised Mr.Barrett Lennard accordingly. Of course, notice will be taken should the Company change the location of the scoop. The river is filling up with gravel and being a shorter haul, the Company will no doubt take this gravel out at some later date.

As agreed with Mr.Webb, I telephoned Mr.Barrett Lennard, and advised him we had investigated the matter, and agreed with his contention that the gravel was being taken from land outside the Reserve, except what might possibly be scooped out from the gravel bed in the river. He replied that in view of our attitude, he would make a payment of $500.00 to cover such contingency, and also make quarterly payments until such time as they commenced operations on the river gravel bed, which is filling up, and being a shorter haul, is more advantageous. Mr.Webb was amazed at the offer when I told him, and he said we had possibly overlooked a point in the lease which says " a royalty of 6¢ upon every yard of gravel taken from the said premises". Mr.Webb says we can claim 6¢ on all gravel passing through the machinery, whether the gravel was taken from the Reserve or elsewhere. It was not my understanding of the terms when the lease was made, but I see Mr.Webb's point, although I do not agree with it.

I am therefore submitting it to the Department for your interpretation before accepting the $500.00 offered by Mr.Barrett Lennard. I respectfully request instructions as to whether I shall accept the $500.00 or press for an accounting from the Company of 6¢ per cubic yard for all gravel which has passed through the plant. Your early reply will be much appreciated.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

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RE

LEASE

CASCADE HOLDINGS LIMITED

SEYMOUR CREEK INDIAN RESERVE NO. 2

NORTH VANCOUVER, B.C.

BY

C. R. WEBB

Vancouver, B. C.,
February 20, 1939.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

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Vancouver, B. C.,
February 20, 1939.

Re: Lease Cascade Holdings Limited,
Seymour Creek Indian Reserve No.2,
North Vancouver, B.C.

Sir:-

Acting on the instructions contained in your letter of December 12th last, I would submit the following report on the matter of present dispute between the Cascade Holdings Limited and the Indian Affairs Branch, over the payment of royalty on material removed from the lease held on Seymour Creek Indian Reserve No. 2, North Vancouver.

In company with Mr. Indian Agent Ball, a visit was made to this leasehold property following which a stadia survey was subsequently carried out in order to roughly determine the ground from which the Holding Company and its subsidiary the Cascade Rock and Gravel Company, are excavating material.

Upon examination of the lease dated 21st October, 1932, and the various plans showing the lease available in the Indian Agent's office, it appears some discrepancies have crept in to the dimensions of the boundaries indicated in the lease. This same statement is true in respect to the lease between the Superintendent-General of Indian Affairs and the Cascade Rock & Gravel Company dated November 6, 1926. However, these discrepancies are not at the moment at issue and may not be of importance. They should nevertheless be corrected.

The present dispute appears to hinge on

J.T.Johnston, Esq. C.E.,
Controller,
Dominion Water and Power Bureau,
Department of Mines and Resources,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

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whether or not the Cascade Holdings Ltd. are liable to payment of a 6¢ royalty for all material which goes through their plant. In the lease of October, 1932, following a statement in regard to the yearly rental, it states that:-

> "together with a royalty of six cents (6¢) upon every yard of sand or gravel taken by it from the said premises. All payments of royalty to be computed up to and including the first day of October and the 1st day of April in each and every year and to be determined by the books and records of the Party of the Second Part, verified by the oath of the Secretary-Treasurer or other proper officer to testify to the veracity of the same, and to be payable by the Party of the Second Part within sixty days after the first day of April and the first day of October respectively in each year."

A reasonable interpretation of this "royalty" clause would seem to be that royalty should be paid on all material taken from the premises whether or not the material was dug on the lease, so long as the material passed through the plant. It might be advisable to obtain legal advice from the Department of Justice as to the proper interpretation of this royalty clause. It would be almost impossible, even with a constant check on the material being removed, to determine what was taken from off the lease or whether it was taken from outside, in view of the fact that the boundaries extend to approximately the centre of the river channel which existed in 1880, at which time, I understand, the Indian Reserve was created.

It might be well to point out that in the operation of this lease, quite a deep hole is dredged in the river bed, the material being conveyed into a sand and gravel plant located on the right bank of the river. This hole in the river is replenished with sand and gravel during each freshet in Seymour creek

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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So the operation may be called continuous in the one site, a very favourable situation so far as both the Indian Affairs Branch and the sand and gravel company are concerned.

There is attached hereto for reference a sketch plan showing the location of gravel lease. This sketch plan was prepared from available data and is dated January 27, 1939, and upon it the discrepancies heretofore mentioned between available plans and agreements are noted, the most important being the distance of the north boundary on the line from the Burrard Inlet Tunnel and Bridge Company right-of-way south 79° 40' E. In the Agreement of November, 1926, the distance of this line is stated to be 570 feet, whereas in the Agreement of 1932 the distance is given as 510 feet. The south boundary, which runs due East and West to the Burrard Inlet Tunnel and Bridge Company right-of-way, in the 1926 agreement is stated to be 377.8 feet more or less while in the 1932 agreement this distance is given as 312.8 feet more or less. All plans which I have seen scale the greater distance even where the smaller figures are indicated.

It is probable this matter may be cleared up from information on the files of the Indian Affairs Branch in Ottawa. It seems to me the larger figures were intended to be used in each instance, i.e.570 feet on the north boundary and 377.8 feet on the south boundary.

Since undertaking this investigation a move has been made by the Cascade Holdings interests to arrive at a settlement with the Indian Agent

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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in respect to the gravel royalties and it is quite probable that a fair and reasonable settlement will be reached between these parties in the near future.

Your obedient servant,

C.E.Webb
District Chief Engineer

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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13167-50

ADDRESS REPLY TO
DOMINION WATER AND POWER BUREAU

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH

QUOTE FILE 41701-W

Your file 13167-50

OTTAWA Feb. 28,1939.

Department of Mines and Resources
Indian Affairs
MAR 1 1939
RECORDS

Sir,

In further reference to your letter of December 8 last regarding a lease in favour of Cascade Holdings Limited, of Vancouver, granting the right to remove sand or gravel from a portion of the Seymour Creek Indian Reserve No.3, in North Vancouver, I now enclose herewith a report dated February 20 by Mr. C.E.Webb on this subject which he has prepared in accordance with your request.

Your obedient servant,

J. T. Johnston,
Controller.

Per M.F.C.

Dr.H.W.McGill
Director of Indian Affairs Branch
Department of Mines and Resources
Ottawa.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

13167-30.

Rel. to Ro

Ottawa, Ontario,
March 6th, 1939.

Dear Sir:-

I wish to acknowledge receipt of your letter of February 28th, your file 41701-W, and to which was attached copy of a report prepared by Mr. G.E. Webb in regard to lease held by Cascade Holdings Limited of Vancouver, and covering part of the Seymour Creek Indian Reserve No. 2.

Your assistance and cooperation in this matter is appreciated.

A.M

Yours very truly,

Leonard

Director of Indian Affairs.

J.T. Johnston, Esq.,
Controller,
Dominion Water and Power Bureau,
Department of Mines & Resources,
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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LEGAL DIVISION

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
GENERAL ADMINISTRATIVE OFFICES

OTTAWA 10th March, 1939.

MEMORANDUM:

Dr. McGill.

On your Branch file No. 13167-50, vol. 3 herewith, please see unsigned memorandum dated the 9th instant upon the subject matter of a lease issued in favour of Cascade Holdings Limited in the City of Vancouver, covering certain lands in the Seymour Creek Indian Reserve No. 2, North Vancouver.

The question at issue with regard to this matter is the right of the Department to charge a royalty of 6¢ per cubic yard of sand or gravel taken by the said company by reason of its operations in Seymour Creek. It is noted that in Mr. Webb's report from Vancouver dated the 20th ultimo he is of the view that we have a right under the clause dealing with royalty in the said lease to charge a royalty on all material taken from the premises whether or not the material was dug within the leasehold. The position taken by Mr. Webb on this question is one which I do not think is tenable. The actual wording in the lease in question reads as follows:-

> "together with a royalty of six cents (6¢) upon every yard of sand or gravel taken by it from the said premises".

The ordinary and reasonable interpretation of such a clause in the absence of any other agreement to the contrary would be that no royalty is chargeable unless the sand or gravel is actually dug from within the boundaries of the leasehold. As in the case in question, the sand and gravel is being taken from outside, brought on to the leasehold and washed and it is quite clear that we are not within our rights in attempting to collect royalty on outside material.

Solicitor.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

13167-30.

March 13th, 1939.

Dear Sir:-

I wish to refer to your letter of February 23rd, in which you report further concerning the matter of payment of royalty by Cascade Holdings Ltd. in connection with their lease covering part of the Seymour Creek Indian Reserve No. 2.

A report was recently received from Mr. G.E. Webb of the Dominion Water and Power Bureau and in which it is noted that he appears to be of the opinion that these lessees, under the terms of their lease, might be required to pay a royalty of six cents on every yard of sand or gravel passing through the plant which is located on the reserve, although the material is brought from lands outside the boundaries of the leasehold.

In so far as this phase of the situation is concerned, we were of your opinion that there was not a sound basis for any such a contention, but the matter was referred to our Departmental Solicitor, Mr. W.M. Cory, who in a memorandum dated March 10th, reports in part as follows:-

"The question at issue with regard to this matter is the right of the Department to charge a royalty of 6¢ per cubic yard of sand or gravel taken by the said Company by reason of its operations in Seymour Creek. It is noted that in Mr. Webb's report from Vancouver dated the 20th ultimo he is of the view that we have a right under the clause dealing with royalty in the said lease to charge a royalty on all material taken from the premises whether or not the material was dug within the leasehold. The position taken by Mr. Webb on this question is one which I do not think is tenable. The actual wording in the lease in question reads as follows:

together....

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

"together with a royalty of six cents (6¢) upon every yard of sand or gravel taken by it from the said premises."

The ordinary and reasonable interpretation of such a clause in the absence of any other agreement to the contrary would be that no royalty is chargeable unless the sand or gravel is actually dug from within the boundaries of the leasehold. As in the case in question, the sand and gravel is being taken from outside, brought on to the leasehold and washed and it is quite clear that we are not within our rights in attempting to collect royalty on outside material."

You will note that Mr. Cory's opinion confirms our interpretation of this royalty clause and may be considered as representing the definite and final decision of the Department with respect to this particular point at issue, and in any further negotiations with Cascade Holdings Limited you may govern yourself accordingly.

Yours very truly,

T.R.L. MacInnes,
Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
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CANADA

13167-30.

March 14th, 1939.

Dear Sir:-

I wish to refer to your letter of February 23rd, in which you report further concerning the matter of payment of royalty by Cascade Holdings Limited, in connection with their lease covering part of the Seymour Creek Indian Reserve No. 2.

The point raised by you as to the interpretation of the contract has been discussed with the Departmental Solicitor, who expresses the opinion that the construction placed on the contract by Mr. Webb cannot be sustained.

It is therefore suggested that you go ahead with the arrangements you have tentatively made with Cascade Holdings Limited and accept the $500.00 and other terms offered if you are satisfied that it is a fair compromise. You will, of course, insist on the six cents royalty being paid at such time as the Company commences to take their material from the reserve lands.

Yours very truly,

T.R.L. MacInnes,
Secretary.

F.J.C. Ball, Esq.,
Indian Agent,
816 Federal Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

November 13, 1940.

EXD.

Dear Sir:

Re Cascade Holdings Limited
and Seymour Creek I. R. No. 2.

In reviewing our records concerning the above subject, it would appear that you did not reply to our letter of March 14, 1939, copy of which is attached.

Further, it is noted that in your report of September 14th of moneys received you include a payment of $150.00 from Cascade Holdings, which payment you explained as follows: "On account gravel might have been taken from I. R. No. 2 in connection with operations on adjacent property." An explanation of the above payment is required in order that it may be recorded in a proper manner. At the same time I would ask you to report fully concerning the subject matter of my letter to you of March 14, 1939, to which I have already referred. Your prompt attention to both these matters would be appreciated.

Yours very truly,

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encl.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines and Resources
Indian Affairs Branch
NOV 25 1940
REGISTERED

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
November 21st 1940.

Sir:

re: File No.13167-50 - Cascade Holdings

I beg to acknowledge receipt of your letter of the 13th instant enclosing copy of yours of March 14th 1939. I regret having neglected to report to you since receipt of that letter, but I have by no means neglected trying to collect the promised $500.00 from the Cascade Holdings Ltd. as a mass of correspondence and many phone calls will show.

They have paid $150.00 of this $500.00 and have repeatedly promised further payments, claiming they are doing very little business at the plant. I will continue my efforts to collect this balance.

With regard to the explanation of the $150.00 as referred to in your letter of the 13th, the Company sent me $300.00 with the notation "I enclose cheque for $300.00 which you may apply partly on account of $150.00 due on ordinary rental, and $150.00 on the $500.00 account which I have agreed should be paid to you. The balance I anticipate will all be cleaned up before the end of the present year, but it may have to come to you in small amounts. Or the $300.00 can be applied against the $500.00."

This will explain the remarks "On account of gravel, etc." This Company is not now taking, and has not for some years, taken any gravel from the Reserve, so that no royalties have been payable.

I trust this clears up the matter for you and note that your file number 13167-50 relating to the Cascade Holdings is exactly the same as the file number you use for the B.C.Sand & Gravel Co., a different outfit altogether, and now in bankruptcy. While this is none of my business, I thought it well to mention it in case it causes confusion at some future time.

EXTRACT

To W. Whitehill
Should anything
to B.C. Sand & Gravel
Co. come forward in
re matter of file 11167-3

B/DH.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

13167-50

Ottawa, September 23, 1941.

H.X.D.
G.

Dear Sir:

On reviewing the leases in your agency as at September 15, 1941, it is noted that the following are in arrears of rentals:-

Asst. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since
43	13167-51	208	Robert King Fuller	40.00	1/8/41
44	13167-51	209	Mrs. Nathaniel Eddleston	20.00	1/8/41
61	13167-50	288	Cascade Holdings Ltd.	450.00	1/1/41 - $ 150.00
					1/4/41 - 150.00
					1/7/41 - 150.00
147	13167-46	Permit	Oscar Miami Logging Company, Ltd.	120.00	1/4/41
159	21167-18	Permit	August Crusil	50.00	1/6/41

We would appreciate having individual reports in connection with each of these leasees at your earliest convenience.

Yours truly,

L. W. McCutcheon,
Chief Treasury Officer.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B. C.

MB/MH

B.F. 15-11-41

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

PUBLIC ARCHIVES
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CANADA

OFFICE OF THE
INDIAN AGENT

Mr Barratt

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

416 Federal Building,
Vancouver, B. C.
November 3rd 1941.

Sir:

re: File No.13167-1

With reference to your notice of September 23rd regarding delinquent rentals, the Cascade Holdings is in the hands of Mr.W.J.Barratt-Lennard, of Foster & Barratt-Lennard, Chartered Accountants. The machinery has been seized, and Mr. Lennard advises me there is more than sufficient to cover all claims, and he thinks they may be able to pay off all debts and put the plant on a paying basis again. Mr. Lennard bears a good reputation, and I feel sure will not do anything to deprive us of the rentals due, but I think we should have more protection than that. If all the machinery is removed, there is nothing left that we could realized upon.

Have you any suggestions as to what should be done in a case of this kind?

Mr.Lennard asks for another month in which to make a payment; there is $450.00 due at present.

I may say that he also leases the former B.C.Sand & Gravel site which appears to be doing a fair business, and as this is on the same Reserve, he may be able to pay for both places from one plant.

I have been promised payments several times, but they have not materialized.

All the other rentals mentioned in your letter have been paid.

Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

Chief Treasury Officer,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF
MINES AND RESOURCES

CANADA

FILE No. 13167-50

Account 61

INDIAN AFFAIRS BRANCH

TREASURY OFFICE

Ottawa, November 14, 1941.

MEMORANDUM: SUPT. RESERVES & TRUSTS.

Cascade Holdings Limited,
Lease No. 288,
Seymour Creek Reserve.

We wish to direct your attention to Indian Agent Ball's letter of November 3, 1941, on file immediately hereunder, in connection with the above mentioned lessee.

This communication was received in reply to a letter from this office in which we asked for a report in connection with the outstanding rental of $450.00.

Chief Treasury Officer.

EB/RN

B.F. 15-12-41

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-50

November 19, 1941.

Dear Sir:

Your letter of November 3rd, addressed to the Chief Treasury Officer of this Branch, has been referred here for consideration and reply.

It would appear from your letter that everything possible is being done to obtain payment of arrears of rentals owed by Cascade Holdings, Limited, now controlled by Foster & Barrett-Lennard, Chartered Accountants, of Vancouver.

We have no suggestion to make other than that you continue to watch the local situation carefully and it would appear that these monies will be paid within a reasonable time. A further report from you in due course will be expected.

Yours very truly,

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Account 61

Ottawa, January 15, 1942.

EXD.

Dear Sir:

Cascade Holdings Ltd.,
Lease No. 288,
Seymour Creek Reserve No.2,
Vancouver Agency.

We would appreciate being advised if you have anything further to report in connection with the outstanding rental of $450.00 on the above noted lease.

Yours truly,

L. W. McCutcheon,
Chief Treasury Officer.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B. C.

EB/RN

B.F. ~~15-3-42~~
~~15.4.42~~
~~15.6.42~~
15.8.42

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-50

Received

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch
JAN 26 1942
REGISTERED

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
January 21st 1942.

Sir:

re: File No.13167-50, Account No.61
Cascade Holdings ---- Lease No.288

I have again interviewed Mr.Barrett Lennard on the matter of the overdue rental in this connection. The plant has not operated for some time, and he is trying to put it on a proper financial basis.

Mr.Lennard proposes now that he assumes the indebtedness so far as the rent is concerned, and will be able to pay us at the rate of a minimum of $75.00 a month until the lease is paid to date.

I think this will be the best solution, if agreeable to the Department, and he will send us the first payment this month.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-50

January 28, 1942.

Dear Sir:

I wish to acknowledge receipt of your letter of January 21st in which you report that Mr. Barrett Lennard is prepared to assume the rental indebtedness in connection with Lease No. 288, formerly issued in favour of Cascade Holdings Limited and covering certain rights and privileges on Seymour Creek Indian Reserve No. 2.

In view of your recommendation, the offer made by Mr. Lennard is approved and he will be expected to liquidate these overdue rentals at the rate of $75.00 a month beginning this month.

Yours very truly,

T.R.L.M.

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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13167

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

Revenue
Reserve

FEB 24 1942
INDIAN AFFAIRS

416 Federal Building,
Vancouver, B. C.
February 14th 1942.

Sir:

re: File No.13167-50

I beg to acknowledge receipt of your letter of the 28th ultimo regarding the Cascade Holdings, and to advise that Mr.Lennard has now paid $150.00, being $75.00 a month of January and February, and he will make similar payments each month until the overdue rental is cleared up.

The money will be forwarded in the usual way with the next revenue return.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

Department of Mines & Resources
Indian Affairs Branch
FEB 21 1942
REGISTERED

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

TELEPHONE: MARINE 6643

LAW OFFICE
HENRY SMILIE
BARRISTER
SOLICITOR
NOTARY PUBLIC

418
~~430-432~~ ROGERS BUILDING
470 GRANVILLE STREET
VANCOUVER, CANADA

- Air Mail -

13167-50

April 10th, 1942.

Department of Mines & Resources
Indian Affairs Branch
APR 13 1942
REGISTERED

The Secretary,
Dept. of Indian Affairs,
OTTAWA, Ontario,
Canada.

Dear Sir:

I have a client who is anxious to know at the earliest possible time, if the area formerly known as the "Casecade sand and gravel" lease on the Seymour No. 2, Indian Reserve of the Squamish Indians at North Vancouver, within the reserves under the Vancouver Agency, is available to be leased immediately.

My clients are doing War work, and urgently request being advised whether the land formerly under the Cascade lease can be leased forthwith, as our information is to the effect that the so-called Cascade lease expired on the 31st. of March last.

Will you be good enough to Air Mail your reply to the undersigned.

If the property is available for lease, kindly state terms.

Yours very truly,

Henry Smilie

HS/C

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

TREASURY SECURITY
APR 15 1942
INDIAN AFF

15167-50
11167-3

AIR MAIL

April 14, 1942.

Dear Sir:

I wish to acknowledge receipt of your air mail letter of April 10th, inquiring concerning the premises formerly held by the B. C. Sand and Gravel Company on Squamish Indian Reserve No. 2 (Seymour Creek).

Our records indicate that these premises were taken over early last year by Highland Sand and Gravel Company and, therefore, it cannot be said that the lands are now vacant. However, I would suggest that you discuss the matter with our local Agent, Mr. F. J. C. Ball, 416 Federal Building, Vancouver, who will be able to inform you accurately of the present circumstances affecting this matter.

Yours very truly,

T. R. L. MacInnes,
Secretary.

Henry Smilie, Esq.,
Barrister, etc.,
418 Rogers Building,
Vancouver, B. C.

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
JUN 26 1942
REGISTERED

416 Federal Building,
Vancouver, B. C.
June 22nd 1942.

Sir:

re: File No.13167-50
Lease No.288-Cascade Holdings
" 506-C.P.Lumber Co.

The first mentioned lease made on 21st October 1932 was one covering two pieces of land on Squamish I.R.No.2 (Seymour Creek), one of 5.70 acres and the other of 2.79 acres. The description in the lease refers to certified plan dated November 1926 by J. Rodger Burnes, B.C.L.S., and is recorded under Number C. 322. The smaller piece of land lies on the south side of the Burrard Inlet & Tunnel Company's right of way and is the piece about which I am writing now.

The second lease covers Lots 1, 2, 3, 6, 7, 8 and 10 on the same Reserve, and the description refers to plan dated March 26th 1926, by the same surveyor and recorded as B.C. No.317.

In checking over this area, I find that the Cascade Holdings lease covers Lot 4 and part of Lots 3, 6 and 11, less a part of Lot 5 according to a plan (undated) by J. Alexander Walker & Associates.

The C.P. Lumber Company has done nothing with their lease and the land is vacant. The Cascade Holdings lease is in arrears and their gravel operations ceased 2 years ago although they have buildings and considerable machinery on Lot 3, which I believe they intend to sell.

Will you please advise whether there is any discrepancy in the above locations or whether Plan B.C.317 shows the Cascade Holdings as being confined to Lot 4, as the lease does not refer to any lot numbers, but is described by metes and bounds?

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

B167-50

References

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
JUN 26 1942
REGISTERED

416 Federal Building,
Vancouver, B. C.
June 22nd 1942.

Sir:

With reference to Lease No.288, Cascade Holdings, I have received an enquiry as to whether the above company are authorized to sub-let part of the land covered by the above lease. The Cascade Holdings claim they have the right, but the applicant would like something definite from the Department. The application refers to 2.79 acres regarding which I have already reported today in another letter.

I have the honour to be,

B/DH.

Sir,

Your obedient servant,

Fred J C Ball

(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

AFFAIRS

June 30, 1942.

Dear Sir:

I wish to acknowledge receipt of your letter of June 22nd in which you inquire whether, under the provisions of Lease No. 288 held by Cascade Holdings Limited, authorization to sublet is given.

If you will refer to Page 4 of this lease, you will note that the right to sublease is not given except with the consent in writing of the Department.

Reply to your further letter of the same date will be made in due course.

Yours very truly,

T.R.L.M.

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

THE CORPORATION OF THE

DISTRICT OF NORTH VANCOUVER

P. O. Box 2468, North Vancouver, B. C.

Phones:
North 1100 Clerk
North 500 Treasurer and Collector
North 611 Assessor
North 1102 Superintendent of Works
North 512 Relief Office

Office of the
District Municipal Hall
4th St. W and Chesterfield Ave.

North Vancouver, B.C.

Copy for Indian Agent,
Vancouver, B. C.

July 3rd, 1942.

The Honourable T. A. Crerar,
Minister of the Department of Mines and Resources,
Ottawa, Ontario.

Indian Reserve No.2

Dear Sir:

A portion of Indian Reserve No. 2 within the boundaries of this Municipality has been leased to the Cascade Rock & Gravel Company for a number of years, and they have failed to pay the Municipal taxes on same.

A Mr. Head has made inquiries at this office as to what taxes he would have to pay in the event of his sub-leasing from the Cascade Rock & Gravel Company a part of the land leased by them from the Department of Indian Affairs.

It is considered that the taxes owing on the piece of land in question should be paid up before such a sub-lease is granted, and the purpose of this letter is to ask you not to allow the debtor to transfer his assets without paying his indebtedness to this Municipality.

A copy of this letter is being sent to the Indian Agent at Vancouver, B. C.

Yours truly,

D G Dale

Municipal Clerk.

ABBH:G

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE.....

Received
2 Mr Patterson
for Info

AIR MAIL

416 Federal Building,
Vancouver, B. C.
July 4th 1942.

Department of Mines & Indian Affairs Branch
JUL 6 19
REGISTERED

Sir:

re: File No.13167-50

I beg to report that the enclosed copy of a letter was received this morning from the District of North Vancouver Municipal Clerk, and refers to Lease No.288 now in the name of the Cascade Holdings.

I wrote you on June 22nd in this matter, the Company claiming they had the right to sub-lease part of the property covered by their lease. I doubted their right to do this seeing that the rent is in arrears and taxes unpaid, but thought it best to refer it to you for decision.

In your letter of January 28th 1942, you approved of Mr.Barrett Lennard paying the overdue rental at $75.00 a month. Since then he has apparently arranged to sub-lease a portion of the land to Mr.Head for $75.00 a month. In this way, the rent of the whole property, including overdue rental, will be paid by Mr.Head.

No gravel operations have been carried on for about two years by the Cascade Holdings who have concentrated on their other leased property on the same Reserve, but their machinery, etc. remains on the land with a watchman in charge.

This letter is written only to give you the information in advance of the Municipal Clerk's letter being referred to you by the Minister of the Dept.of Mines & Resources to whom it was addressed.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

THE CORPORATION OF THE
DISTRICT OF NORTH VANCOUVER

P. O. Box 2468, North Vancouver, B. C.

Phones:
North 1100 Clerk
North 500 Treasurer and Collector
North 611 Assessor
North 1102 Superintendent of Works
North 512 Relief Office

Office of the
District Municipal Hall
4th St. W and Chesterfield Ave.

North Vancouver, B.C

Minister of
JUL 6 1942
Mines & Resources

July 3rd, 1942.

The Honourable T. A. Crerar,
Minister of the Department of Mines and Resources,
Ottawa, Ontario.

Indian Reserve No.2

Dear Sir:

A portion of Indian Reserve No. 2 within the boundaries of this Municipality has been leased to the Cascade Rock & Gravel Company for a number of years, and they have failed to pay the Municipal taxes on same.

A Mr. Head has made inquiries at this office as to what taxes he would have to pay in the event of his sub-leasing from the Cascade Rock & Gravel Company a part of the land leased by them from the Department of Indian Affairs.

It is considered that the taxes owing on the piece of land in question should be paid up before such a sub-lease is granted, and the purpose of this letter is to ask you not to allow the debtor to transfer his assets without paying his indebtedness to this Municipality.

A copy of this letter is being sent to the Indian Agent at Vancouver, B. C.

Yours truly,

D.G. Pate

Municipal Clerk.

ABBH:G

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Minister's Office 1316 - 50

MEMORANDUM July 6, 1942

THE DEPUTY MINISTER

Reserve

Indian Reserve No. 2,
North Vancouver municipality.

Herewith, a letter addressed to the Minister by the Municipal Clerk (D.G. Tate) of The Corporation of the District of North Vancouver, Office of the District Municipal Hall, 4th St. W. & Chesterfield Ave., North Vancouver, dated July 3, concerning an enquiry of a Mr. Head as to the taxes he would have to pay in the event of his sub-leasing from the Cascade Rock & Gravel Co. of a part of the land leased by them from the "Department of Indian Affairs". It is stated that the Company have failed to pay the Municipal taxes on the land, and - quote: "the purpose of this letter is to ask you not to allow the debtor to transfer his assets without paying his indebtedness to this Municipality".

The letter is referred to the department for attention.

W.J.F. Pratt
Private Secretary.

Encl.
Dr. McGill -

For attention of your Branch.

Department of Mines & Resources
Indian Affairs Branch
JUL 7 1942

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

[redacted]UR M. WHITESIDE, K.C.
FLORENCE K. FROST
BARRISTERS AND SOLICITORS

ROGERS BUILDING
470 GRANVILLE STREET
VANCOUVER
BRITISH COLUMBIA

July 22nd, 1942.

Department of Mines & Resources
Indian Affairs Branch
JUL 25 1942
REGISTERED

The Superintendent-General of Indian Affairs,
Indian Department,
Ottawa.

Dear Sir:-

Cascade Holdings Limited is lessee of a portion of the Seymour Creek Indian Reserve No. 2, situate at North Vancouver, the first parcel containing 5.7 acres and the second containing 2.79 acres. The lease comprises the right to the use of water-ways. Cascade Holdings Limited proposes to sub-let to a Mr. Head the 2.79 acre portion, which lies south of the Burrard Inlet Tunnel and Bridge Company's right-of-way as shown on the plans. It is Mr. Head's intention to put in a sawmill and the rental to be received from him will materially assist in paying the rent accruing under the principal lease. Mr. Head's activity will be of advantage to the country during the war. It is proposed to let him have the use of the ground for the duration of the war, or five years.

Some time ago, on behalf of the Company, I discussed the matter with Mr. Ball, Indian Agent here, who expressed himself as willing to approve of the sub-lease. I shall be glad to have your concurrence.

Yours very truly,

AMW/HF.

AIRMAIL DUPLICATE.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

[redacted]UR M. WHITESIDE, K.C.
FLORENCE K. FROST
BARRISTERS AND SOLICITORS

ROGERS BUILDING
470 GRANVILLE STREET
VANCOUVER
BRITISH COLUMBIA

July 22nd, 1942.

Department of Mines & Resources
Indian Affairs Branch
JUL 25 1942
REGISTERED

The Superintendent-General of Indian Affairs,
Indian Department,
Ottawa.

Dear Sir:-

Cascade Holdings Limited is lessee of a portion of the Seymour Creek Indian Reserve No. 2, situate at North Vancouver, the first parcel containing 5.7 acres and the second containing 2.79 acres. The lease comprises the right to the use of water-ways. Cascade Holdings Limited proposes to sub-let to a Mr. Head the 2.79 acre portion, which lies south of the Burrard Inlet Tunnel and Bridge Company's right-of-way as shown on the plans. It is Mr. Head's intention to put in a sawmill and the rental to be received from him will materially assist in paying the rent accruing under the principal lease. Mr. Head's activity will be of advantage to the country during the war. It is proposed to let him have the use of the ground for the duration of the war, or five years.

Some time ago, on behalf of the Company, I discussed the matter with Mr. Ball, Indian Agent here, who expressed himself as willing to approve of the sub-lease. I shall be glad to have your concurrence.

Yours very truly,

AMW/HF.

AIRMAIL DUPLICATE.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-50

July 24, 1942.

Dear Sir:

I am directed by the Minister, Mr. Crerar, to acknowledge and reply to your letter of July 3rd, in which you refer to failure of the Cascade Rock and Gravel Company to pay municipal taxes covering lands held by this Company under lease by this Department in Seymour Creek Indian Reserve No. 2.

For your information I may say that we would not be disposed to agree to any transfer of this lease unless evidence was first submitted to the effect that all municipal taxes have been satisfied.

Yours very truly,

T. R. L. MacInnes,
Secretary.

D. G. Tate, Esq.,
Municipal Clerk,
District of North Vancouver,
P. O. Box 2468,
North Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

ARTHUR M. WHITESIDE, K.C.
FLORENCE K. FROST
BARRISTERS AND SOLICITORS

ROGERS BUILDING
470 GRANVILLE STREET
VANCOUVER
BRITISH COLUMBIA

Reference

July 22nd, 1942.

Department of Mines & Resources
Indian Affairs Branch
JUL 27 1942
REGISTERED

The Superintendent-General of Indian Affairs,
Indian Department,
Ottawa.

Dear Sir:-

Cascade Holdings Limited is lessee of a portion of the Seymour Creek Indian Reserve No. 2, situate at North Vancouver, the first parcel containing 5.7 acres and the second containing 2.79 acres. The lease comprises the right to the use of water-ways. Cascade Holdings Limited proposes to sub-let to a Mr. Head the 2.79 acre portion, which lies south of the Burrard Inlet Tunnel and Bridge Company's right-of-way as shown on the plans. It is Mr. Head's intention to put in a sawmill and the rental to be received from him will materially assist in paying the rent accruing under the principal lease. Mr. Head's activity will be of advantage to the country during the war. It is proposed to let him have the use of the ground for the duration of the war, or five years.

Some time ago, on behalf of the Company, I discussed the matter with Mr. Ball, Indian Agent here, who expressed himself as willing to approve of the sub-lease. I shall be glad to have your concurrence.

Yours very truly,

A M Whiteside

AMW/HF.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

July 27, 1942.

Dear Sir:

I wish to acknowledge receipt of your air mail letter of July 22nd, reporting the desire of Cascade Holdings Limited to sublease a portion of their leasehold to a Mr. Head for sawmill purposes.

This Branch has been advised that Cascade Holdings Limited are at present indebted to the Municipality of North Vancouver for a considerable amount of taxes, and if reference is made to lease issued by this Department in 1932 to Cascade Holdings Limited, it will be noted that one of the conditions of this leasing agreement is that the lessees are responsible for the payment of such taxes and default in this regard would be sufficient cause for cancellation. We would not, therefore, be prepared to consent to a sublease of any portion of the premises covered by this lease unless evidence was submitted to the effect that all arrears of such taxes had been paid. I may say that the Municipal Clerk, Mr. D. G. Tate, has already been so advised.

Yours very truly,

T. R. L. MacInnes,
Secretary.

Arthur M. Whiteside, Esq., K.C.,
Barrister, etc.,
Rogers Building,
470 Granville Street,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

(C O P Y)

HOUSE OF COMMONS

CANADA

O T T A W A,
July 22, 1942.

Mr. W. J. F. Pratt,
Private Secretary,
Minister of Mines & Resources,
OTTAWA, CANADA.

Dear Mr. Pratt:

Re: Seymour Creek - Vancouver North.
Cascade Holdings.

I would appreciate being informed as to how the above lease stands.

It is on a reserve known locally as Indian Reserve No. 2 at the mouth of Seymour Creek in the Municipality of North Vancouver. My information is that possibly this lease should not be held as at present.

Yours very truly,

(sgd) George Cruickshank

George Cruickshank, M.P.,
Fraser Valley.

GAC:MBD

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Minister's Office

MEMORANDUM

July 23, 1942

Department of Mines & Resources
Indian Affairs Branch
JUL 27

THE DEPUTY MINISTER

Seymour Creek Indian Res.
North Vancouver.

Mr. George Cruickshank, M.P., enquires as to the present standing of the Cascade Holdings on the above Indian lands. Note his letter herewith, dated July 22, and with its return be good enough to let me have a draft reply.

W.J.F. Pratt
Private Secretary.

Encl.

Dr. McGill -

For draft reply as requested.

(P.S.- My memorandum of July 6 would seem to have reference to this same lease - "Cascade Rock & Gravel Co.").

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Ottawa, July 31, 1942.

Dear Mr. Cruickshank:

I have received your letter of July 22nd in which you inquire concerning the present status of lease held by Cascade Holdings Limited of the City of Vancouver, covering a portion of Seymour Creek Indian Reserve No. 2, Vancouver.

According to the records of the Indian Affairs Branch of this Department, this lease may be considered as in good standing, although active operations under the terms and provisions of the agreement have not been carried on for some time. If there is any further information which you desire to obtain concerning this matter, such will be, if possible, furnished upon request.

Yours sincerely,

W. J. F. Pratt,
Private Secretary.

George Cruickshank, Esq., M. P.,
House of Commons,
Ottawa, Ontario.

DFA

Absent Simpson Falls
Aug 1st to Aug 4th.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

TO BE RETURNED TO INDIAN AFFAIRS BRANCH WHEN SIGNED.

Ottawa, July 31, 1942.

Dear Mr. Cruickshank:

I have received your letter of July 22nd in which you inquire concerning the present status of lease held by Cascade Buildings Limited of the City of Vancouver, covering a portion of Seymour Creek Indian Reserve No. 2, Vancouver.

According to the records of the Indian Affairs Branch of this Department, this lease may be considered as in good standing, although active operations under the terms and provisions of the agreement have not been carried on for some time. If there is any further information which you desire to obtain concerning this matter, such will be, if possible, furnished upon request.

Yours sincerely,

W. J. P. Pratt,
Private Secretary.

George Cruickshank, Esq., M. P.,
House of Commons,
Ottawa, Ontario.

DFA

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, August 4, 1942

Dear Mr. Cruickshank,

I have received your letter of July 22nd in which you inquire concerning the present status of lease held by Cascade Holdings Limited of the City of Vancouver, covering a portion of Seymour Creek Indian Reserve No. 2, Vancouver.

According to the records of the Indian Affairs Branch of this Department, this lease may be considered as in good standing, although active operations under the terms and provisions of the agreement have not been carried on for some time. I am asking the Branch to give me additional information with regard to the matter and as soon as this is received I will write you further. In the meantime it might be helpful if you would let me know what you mean when you state that you have some information which would lead you to believe that the lease should either be changed or cancelled.

Yours very truly,

P.

W.J.F. Pratt,
Private Secretary.

George Cruickshank, Esq., M.P.,
CLAYBURN, B.C.

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13147-50

OFFICE OF THE
DEPUTY MINISTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

AUG 7
REGISTERED

Memorandum to:

Dr. H.W. McGill

Please note the attached re-draft of a letter prepared for Mr. Pratt's signature to Mr. George Cruickshank, M.P., regarding the lease held by Cascade Holdings Limited of the City of Vancouver, covering a portion of Seymour Creek Indian Reserve No. 2.

The Minister's office would like to have a report from you setting forth the nature of this lease, when it was entered into and also in what respect the terms and conditions have not been carried out.

Chief Executive Assistant.

Ottawa, August 4, 1942.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Dpt. McKay

The Reversion of 5½ Rt 470 of Range
Coast District

~~July 3rd~~

Cascade Holding Co
Ent. Cascade Road & Trail Co.

June 22nd

agent Ball requests if
lease 288 - Cascade Holdings Ltd - 21st Oct. 1932 5 quarters 1R No 2.
cancel out let. part of the holdings | 2 parcels no 5.7 ac & other 279 ac.
lease in the file.
2.79 acs.

lease provides that the ~~lessee~~ right to sublease is not given
except with consent in writing of the Dept.

Webb. made report on dispute as to quantity

The Cascade Co promised to pay $500.00 in settlement of the outstanding acct. according to letter from agent Nov. 21st 1940 they paid $125.00 off. It appears to be having difficulty in collecting

In letter dated Nov. 21/40 agent reports: "The company is not now taking, and has not for some years, taking any grass from the res.

Treasury memo Sept 23/41 shows the company in arrears for 3 years $450.00.

Nov. 3/41 agent reports company in difficulties and their affairs in hands of chartered accts. also report different accts to clear off indebtedness.

Promises of $75.00 per mo to liquidate related of rent.

Jan 21st 1942. Ball.

Paid $450.00 see Ball's letter Feb 14/42

April 10/42 - applicant Henry Smilie for allotting area held under above lease

Apr 14/42 Reply. not available.

Ball requests to be advised

July 3/42 memorandum clerk Indian Affairs [illegible]
re request for sub lease of the land, [illegible]
company owes lease for several years and [illegible]

July 24/42 Reply - "I may say that [illegible]
transfer of the lease [illegible]

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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INT

2

July 22/42

Application from Wm Whiteside K.C. on behalf of Wm Head to ~~the~~ sublease the 2.79 parcel for Saw Mill purposes

July 27/42 Reply - We would not, therefore, be prepared to consent to a sublease of any portion of the premises unless evidence is submitted that taxes have been paid.

July 23 memo from Frath. enclosing letter from George Cruickshank Mgr. Sequoia of complaint of this lease

Reply ~~[illegible]~~ Aug 4th ~~[illegible]~~

Indt - according to the records of the D.A. Branch of the Dept, the lease may be considered as in good standing, although action under the terms and provisions of the ground lease not been carried on for some time.

Aug 4th memo from Wm Jackson

the memorandum appears to indicate that it would be a report from you setting forth the nature of this lease, when it was entered into and also in what respect the terms and conditions have not been carried out.

memo Sept. 14th amounts Oct 2nd 1942 arrears of Rent 675.00

(note: In addition there is $253.00 on account of back dues. see above)

Sept. 18/42 Letter to agent Ball points out unsatisfactory conditions and requests agent to inform company and inform them that cancellation is imminent if arrears of Rent are not paid and letters sent. Immediate attention was requested.

Sept 14/42 Letter from Sequapak Club in compliance letter

Reply Sept 22 - Stating the lease is being renewed and their request will be kept in mind.

Sept. 21st

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
AUG 10 1942
REGISTERED

416 Federal Building,
Vancouver, B.C.
August 7, 1942.

Air Mail

Sir:

re:- File 13167-50

I beg to refer to the last paragraph of your letter of June 30th last regarding the Cascade Holdings Ltd. and to advise that this has not yet been received. I understand a party wishes to sub-lease a portion of their leased property for a saw mill and wants early action on it on account of the lumber shortage.

You probably have correspondence on file with the municipality of North Vancouver regarding delinquent taxes on this property.

I have the honour to be
Sir,
Your obedient servant,

(F.J.C. Ball)
Indian Agent.

B/EW

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Ottawa, September 14, 1942.

Dear Sir:

On reviewing the lease accounts in your agency as at September 1, 1942, it is noted that the following leases are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since	
43	13167-31	208	Mrs. Gloria Hawkley	40.00	1/8/42	
53	13167-42	254	Lawrence H. Reid	15.00	18/5/42	
61	13167-50	288	Granada Holdings Ltd.	~~325.00~~ 675.00	1/10/41	- $ 75.00
					1/1/42	- 150.00
					1/4/42	- 150.00
					1/7/42	- 150.00
					1/4/42	- 150.00
115	13167-15	424	Lum Chong	100.00	18/5/42	675.00
136	13167-42	462	W.H. Hunter & L.H. Reid	7.50		
166	13167-84	Permit	Columbia Coast Mission Ins.	1.00	7/11/41	

1.10.41

2.10.42

It would be appreciated if you would forward individual reports in connection with each of these leases at your earliest convenience.

Yours truly,

Oil & gas now area 7 Rent now $675.00

L. W. McKitchen,
Chief Treasury Officer.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B.C.

TREASURY OFFICE RECEIVED SEP 14 1942 INDIAN AFFAIRS

MB/MM

B.F. 1-12-42

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

September 18, 1942.

Dear Sir:

Re: Cascade Holdings, Limited, and
Seymour Creek Indian Reserve No. 2.

I wish to acknowledge receipt of your letter of August 7th, concerning the above subject.

The statement of arrears of rental sent to you by the Chief Treasury Officer under date of September 14th shows this Company in arrears to the amount of $525.00. Further, it appears that local taxes in a considerable amount are overdue and unpaid. Both of these circumstances are definite violations of the terms and conditions of the lease from this Department.

In your letter you mention the matter of a proposed sublease of a portion of this leasehold for a saw mill. Such a sublease could not be approved so long as the terms and conditions of the existing lease continue to be unfulfilled as indicated above.

If these premises should be urgently required for purposes directly or indirectly connected with the war effort, termination of the lease would seem advisable. The Indians have not received the anticipated benefits from either rentals or royalties and it would clearly be unwise to permit these lands to remain inactive and unproductive indefinitely.

The situation is one which must be cleared up at once and you are requested to get in touch with the proper officers of the Company and inform them that cancellation of this lease is imminent unless arrears of rental are paid and local tax levies adjusted. Your immediate attention to this matter is requested and a report in due course with recommendation as to what action in your opinion should be taken.

Yours very truly,

T.R.L.M

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
415 Federal Building,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

THE CORPORATION OF THE

DISTRICT OF NORTH VANCOUVER

P. O. Box 2468. North Vancouver. B. C.

Phones:
North 1100 Clerk
North 500 Treasurer and Collector
North 611 Assessor
North 1102 Superintendent of Works
North 512 Relief Office

Reserves

Office of the Clerk
District Municipal Hall
4th St. W. and Chesterfield Ave.

North Vancouver. B.C.

September 14th 1942

T. R. L. MacInnes, Esq.,
Secretary,
Department of Mines & Resources,
Indian Affairs Branch,
Ottawa.

Department of Mines & Resources
Indian Affairs Branch
SEP 18 19
REGISTERED

Dear Sir: Your File 13167-50

Referring to your letter of the July 24th last, I would like to state that Mr. A. M. Whiteside, K.C. informs us that he is endeavouring to cancel the old Lease of portion of Indian Reserve No. 2 to the Cascade Rock and Gravel Company so that his client might rent a portion of same from the Department. He states that his client will make the Municipality an offer on account of back taxes.

The Municipality would like you to protect them in this connection.

Yours truly,

D.G. Tate

MUNICIPAL CLERK.

DGT:LWM.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

September 22, 1942.

Dear Sir:

I wish to acknowledge receipt of your letter of September 14th and note your remarks concerning Cascade Holdings, Limited, and lease on Seymour Creek Indian Reserve No. 2.

This matter is now being reviewed carefully and your request in this connection will be kept in mind.

Yours very truly,

T. R. L. MacInnes,
Secretary.

D. G. Tate, Esq.,
Municipal Clerk,
District Municipal Hall,
North Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EXTRACT FROM INDIAN AGENT'S LETTER OF SEPTEMBER 21, 1942 ON FILE 13167-1.

Cascade Holdings Limited,
Lease No. 288,
Seymour Creek Reserve.

"I have again written to the Cascade Holdings advising Mr. Barrett Lennard that his agreement of $75.00 is now in arrears two months. The situation there is rather involved, and he is trying to sub-lease. The only reason they are holding the property at all is because they have their machinery there, although it has not operated for several years. There may be an opportunity of transferring this lease, as we are having enquiries for land on this Reserve for various purposes."

Acct. 61

B.F. 1-12-42

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-50

Ottawa, October 3, 1942.

MEMORANDUM:

Mr. C. W. Jackson,
Chief Executive Assistant.

Re: Lease to Cascade Holdings Limited,
Seymour Creek (Squamish) I. R. No. 2.

Replying to your memorandum dated August 4th in which you request a report setting forth the nature of the lease to the above mentioned Company, when it was entered into, and in what respect the terms and conditions have not been carried out, I have to advise as follows:

Lease No. 288 made the 21st day of October, 1932, between His Majesty the King of the first part, Cascade Holdings Limited of the second part, and Cascade Rock and Gravel Company, Limited, of the third part, provided for the leasing of two parcels of land duly described by metes and bounds, one of 9.7 acres and the other of 2.79 acres, within the boundaries of Seymour Creek Indian Reserve No. 2, British Columbia, for a term of twenty-one years dating from October 1, 1932, rental $600.00 per annum, payable $150.00 on 1st of January, April, July and October, together with a royalty of six cents upon every yard of sand or gravel taken by it from the said premises.

One of the conditions provided that the lessee shall not grant, demise, assign or transfer any interest therein without the consent in writing from the Department. The lease also contains the usual safeguard clauses.

In 1938 a dispute arose as to the payment of royalties on certain materials passing through the Company plant and the Controller of Dominion Water and Power Bureau, through their Vancouver office, had an investigation made with a request for interpretation of the clause relative to the payment of royalties. A full report dated February 20, 1939, was received. In the meantime, however, according to a report from Indian Agent Ball dated February 22rd, the Manager of the Company agreed to pay an amount of $500.00 in respect to royalties to close out any indebtedness incident thereto, because gravel had been taken from lands outside the Reserve as well as from within and it seems it was impossible to apportion the quantities. The acceptance of this arrangement for the payment of $500.00 was stated in our letter to Agent Ball dated March 14, 1939. The Company paid $150.00 as reported in the Agent's letters of

DJA

Poor copy

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

ember 14th and November 21st, 1940. There seems to be no other record of further payments on this account. On November 5, 1941, the Company according to the records was in arrears on account of rent in the amount of $450.00 and the said Company promised to liquidate this claim by paying $75.00 per month on account. At date of this report the Company is in arrears of rent in the amount of $675.00 and it appears still owes $550.00 on account of royalties as above mentioned.

We are advised that the Company has been negotiating to sublease a portion of the land held under this lease and the Municipality of the District of North Vancouver, learning of this possibility, advises us that the Company is in arrears of taxes to the Municipality for a considerable sum and has asked for protection.

The Agent has been advised that no sublease can be entertained until evidence is produced to prove that these taxes, the payment of which is covered by the lease, have been taken care of. Under date of September 21, 1942, the Agent reports -- "The situation is rather involved and he (Mr. Barrett Lennard) is trying to sublease. The only reason they are holding the property at all is because they have their machinery there, although it has not operated for several years. There may be an opportunity of transferring this lease, as we are having enquiries for land on the Reserve....."

The Agent has also been instructed to inform the Company that cancellation of their lease is imminent unless the outstanding indebtedness and tax levies are adjusted. He has also been requested to make a full report with recommendations. This report is awaited.

Director.

Paid $150.00 Sept 24/42
not acct for above
Present Arrears $525.00
See also letter Oct 3rd 1942
to agent Hall file 13167-8

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Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167 50

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

OCT 10 1942

416 Federal Building,
Vancouver, B. C.
October 6th 1942.

Sir:

re: File ~~[illegible]~~ 50
Cascade Holdings-Squamish I.R.#2

I beg to acknowledge receipt of your letter of the 18th ultimo and have interviewed Mr.Barrett Lennard, who is in charge of the above Company's affairs, but I cannot get very far with him. He takes the stand that the taxes referred to were against the Cascade Rock & Gravel Company's interest in the lease and are not a charge against the Cascade Holdings, and, in any case, there is absolutely no money in the Company to pay these taxes. A gravel bank has buried the spur line through the leased property to a depth of 8 feet in places and we need to use this spur line shortly, but Mr.Barrett Lennard says he has no money to do even this job.

There is some machinery lying on the leased property which I think would be sufficient to pay arrears of rent, if the Department should cancel this lease. Personally, I do not understand why Mr.Barrett Lennard wants to hold it, except that he probably expects to sub-lease, as he has already tried to do.

I have advised him according to the last paragraph of your letter, but he says he is paying off the arrears at $75.00 a month, and that the taxes have nothing to do with his company.

See letter Sept 3rd 1942 file 13167-82

The legal department could give an opinion on that and to clear up the whole situation I think the lease should be cancelled if it can be done legally. This would give us an opportunity of adjusting other leases on this Reserve and possibly leasing more land for purposes connected with the war. As it stands now, the Cascade Holdings are not using the land, and no one else can use it if they cannot sub-lease.

In this connection I would refer you to my letter of the 2nd instant regarding the boundaries of other leases on the Reserve. Mr.Barrett Lennard says if there are any adjustments to be made, he will not object to any correction of the boundaries in any way deemed necessary, especially if, by so doing, it will assist others engaged in war work, directly or indirectly.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

See also file 13167-8

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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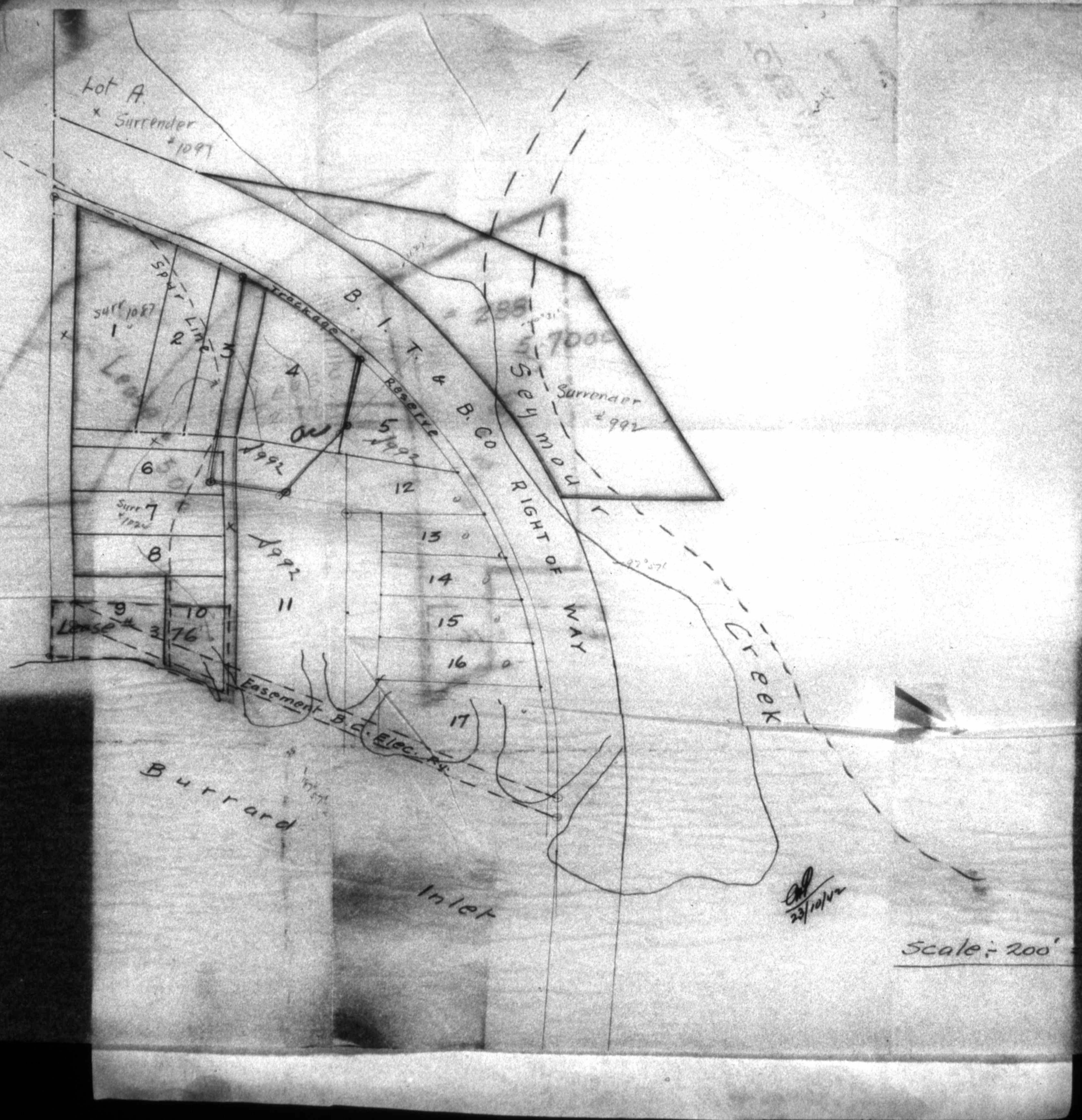
CANADA



Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

[illegible] for cancellation Lease 288

non payment of dues in full

non payment of rentals over due

non payment of taxes due Municipality

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
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CANADA

13167-82
13167-50

Ottawa, October 27, 1942.

MEMORANDUM:

Mr. Allan.

Re: Lease, Cascade Holdings Limited,
Seymour Creek, (Squamish) I. R.

I would refer you to memorandum dated October 3rd to Mr. Jackson, which gives the history of the above lease.

You will note that the Company is in arrears of rent in the amount of $675.00 and in dues long overdue in the amount of $350.00.

The Agent has recommended cancellation of this lease.

Since the date of the memorandum above referred to, an amount of $150.00 on account of rentals has been credited to the account and therefore the amount of rental presently owing is $525.00. An examination of the account reveals that the lessee is paying at the rate of $75.00 per month. By the terms of the lease he is required to pay $150.00 every three months. Thus at the present rate the arrears are being reduced by an amount of $25.00 per month and, if continued, eventually the rental arrears will be fully paid.

There is, however, the $350.00 long overdue on the dues account and, according to the claim of the Municipality, taxes are in arrears to a considerable sum.

There is a further complication in connection with this lease in respect to the area. By referring to the attached sketch, it will be seen that the area of 2.79 acres in Lease No. 288, Cascade Holdings Limited, overlaps that described in Lease No. 506 held by the C. P. Lumber Mills Limited who have applied for the right to assign their lease to Powell Lumber and Fuel Company.

You will also please note that the area of Lease No. 376 to Burrard Shingle Company also overlaps the area comprised in Lease No. 506. These latter two leases are in good standing.

If Lease No. 288, Cascade Holdings Limited, is cancelled, the first mentioned overlap would clear itself.

The adjustment as between Lease No. 506 and 376 is necessary before the assignment asked for is considered.

C. H. Taggart. CHTaggart

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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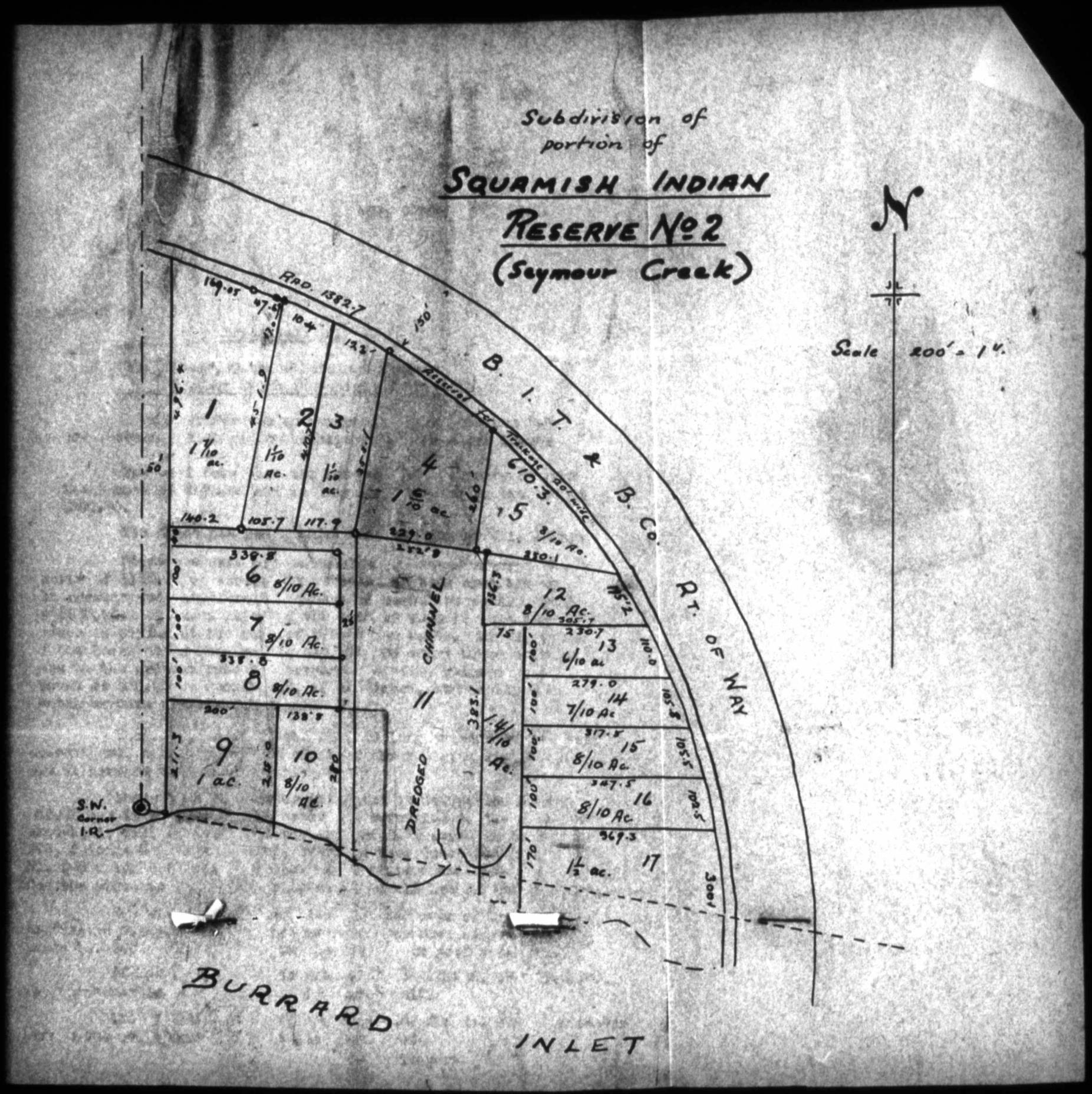
CANADA



Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
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CANADA

Leased to C.P.Lumber Co.

As shown leased to Inspected Shingles & later transferred to Burrard Shingle Co.

Cascade Holdings.

Light lines in red part of Lots 3, 6, & 11, show approx. area claimed by Cascade Holdings.

Light lines in blue extending east of Lot 9 show approx.area covered by lease to Burrard Shingle Co.(formerly Inspected Shingles) - latter lease read "Lot 9" but when issued to Burrard Shingle Co. read "400 feet east". This would take it into the water channel known as Lot 11, and including Lot 10 which is part of the C.P.Lumber Co. lease.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
OCT 27 1942
REGISTERED

Federal Building,
Vancouver, B. C.
October 23rd 1942.

Sir:

re: File No. 13167-50

With further reference to my letter of the 2nd instant, regarding Squamish I.R.No.2 (Seymour Creek) and the leases thereon, the enclosed tracing has been made from our plan, which shows the errors in the leases.

This part of the Reserve was sub-divided by Mr. Roger Burnes, B.C.L.S., and should be used in making leases as the dredged channel shown thereon is intended to give water access to all lots except 1 and 2.

Lease No.376 to the Burrard Shingle Company was supposed to be a renewal of a lease to the Inspected Shingles, which covered Lot 9, but the renewal was made out for 400 feet on the north boundary. This would (extend into the dredged channel) and take in Lot 10.

The Burrard Shingle Company would like to have Lots 6, 7 and 8, and another Company wishes to lease Lots, 1, 2, 3, 4 and 5. If the Cascade Holdings lease of Lot 4 is cancelled, and the C.P.Lumber Company will transfer their lease of Lots 1, 2, 3, 6, 7, 8 and 10 to the above parties, it will clear up almost the whole confusion of boundaries, and I am trying to get the parties together to see what can be done. If I have any success, I will report immediately.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-82
13167-50

Ottawa, Ontario,
October 29th, 1942.

Dear Sir: Re Cascade Holdings Limited.

The writer has attempted to get a clear understanding concerning our departmental relations with the above company. According to our records the following situation with reference to monies due and unpaid exists:

Under date of February 23rd, 1939, you reported an offer of settlement of the royalties question under which the company agreed to pay $500.00 in satisfaction of past royalty claims. This settlement was confirmed by the Secretary's letter of March 14th, 1939.

Under date of October 16th, 1940, the company paid you $300.00 - $150.00 of this to be applied against the settlement for royalties and the other $150.00 paid the last installment of the 1940 rent. The standing of the account, therefore, at the end of the 1940 year showed all rents paid but $350.00 royalties unpaid.

During 1941 $600.00 rent accrued due and no payments were made.

During 1942 a further $600.00 rent accrued due and payments totalling $675.00 were received under the following dates:

February 5, 1942.....	$150.00
March 20, 1942.....	75.00
May 6th, 1942.....	75.00
May 27th, 1942.....	75.00
July 17th, 1942.....	150.00
September 24th, 1942.....	150.00
Total.....	$675.00

At the present moment, therefore, the indebtedness of the company is $350.00 on account of royalties and $525.00 on account of rents, or $875.00 in all.

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B.C.

(over)

B.J. 15.1.43
15.2.43

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In addition to the above there are alleged to be taxes in arrears to the City of Vancouver, and they have asked us to protect their claim, whatever that may mean. The lease recites that Cascade Holdings Limited will "also well and truly pay all taxes, charges, dues and duties whatsoever.....in respect to the aforesaid premises whether the same shall be rated or assessed to the landlord or tenant thereof".

At this point this office would like to know the relation of Mr. Barrett Lennard to Cascade Holdings Limited. In your report of November 3rd, 1941, you state that "the machinery has been seized". Does Mr. Lennard represent the company or the creditors of the company - in other words is he the company or the custodian of the company's property on behalf of the creditors.

In the vi w of this office there has been a breach of the covenants in the lease sufficient to warrant summary cancellation of the lease and to enable the Department as landlord to enter into possession of all buildings and machinery on the property to realize our claim against the company. It would appear to us that the City of Vancouver also has a claim for taxes, second however to our claim as landlord.

Unless Mr. Barrett Lennard is prepared to make an immediate settlement he must be advised that his lease will be summarily cancelled and that he will be restrained from making any disposition whatever of buildings or machinery on the leased property until the arrears of rents and royalties have been satisfied. If any settlement by which we have a reasonable chance of collecting the monies in arrears can be made such negotiations should be entered into only on the distinct understanding that the lease will be amended to confine it to Lot No. 4 on Burnes' plan a co y of which you enclosed with your letter of October 3rd. If the lease is to be continued we should take this opportunity to get rid of the overlap on the leasehold of the C.P. Lumber Company. This might, however, interfere with your proposed leasing arrangement with "another company covering lots 1 to 5 inclusive".

While this let er is confined almost exclusively to the Cascade Holdin s lease it is designed to assist you in connection with the negotiations reported in your letter of

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October 23rd. We would anticipate that you might have trouble reaching the hoped for conclusion as outlined in your letter and we are frankly reluctant to abandon our claim for the arrears owing by the Cascade people without giving Mr. Lennard a run for his money.

Yours truly,

D.J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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Mr Mc Common

Apparently no reply has been rec'd to Mr Allan's letter of Oct. 29th.

21.1.43

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

15167-50

Ottawa, January 25, 1943.

EX'D.

F. J. C. Ball, Indian Agent, 416 Federal Building, Vancouver, B. C.

It would be appreciated if I could have a reply to my letter of October 29th last, regarding the Cascade Holdings Limited.

D. J. Allan,
Superintendent, Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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Mr McEwen

13167-50

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines and Resources
FEB 8 1943
REGISTERED

416 Federal Building,
Vancouver, B. C.
Feb.1st 1943.

Secretary, Indian Affairs Branch, Ottawa:

re: File No.13167-50

With regard to your letter of the 25th ultimo re the Cascade Holdings Ltd., I have telephone Mr.Barratt Lennard many times pressing for something definite and always he says the people concerned in this matter do not take any action, and he will get in touch with them again. As he has been reiterating this for two years now, the only thing left to do is to cancel the lease.

So far as I can see he will never be able to put this company in good standing, and meanwhile rent is becoming more and more in arrears. I think Mr.Lennard means well, but circumstances have got beyond his control.

I regret reporting so unsatisfactorily, but have failed to obtain any satisfaction from him.

Fred G. Ball
Indian Agent.

B/DH.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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Cascade Holding
Alb Co.
Burrard Shingle Co

Chesco.

What is the standing
of each with respect
to rents?

We can cancel Cascade
for non-payment of rent?
How about Burrard

Overlapping leases

Cascade Holding Co. Acct. 61

Arrears of rental in the amount of
$975.00 owing as of July 1st/43.
Also probably $500 for past royalties?

Burrard Shingle Co. Acct 80

Rental of $500 due on May 24th/43
for 1 year period from that date. No
arrears.

C. P. Lumber Co. Acct 165

No arrears. Rental of $1500 due on
August 15/43.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 3)

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13167-50

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Jim McCallum

Department of Mines & Resources Indian Affairs Branch SEP 9 1943 REGISTRATION

416 Federal Building,
Vancouver, B. C.
Sept.3rd 1943.

Indian Affairs Branch, Ottawa.

re: File No.13167-50

On February 1st last I wrote you with reference to your enquiries regarding rentals of the Cascade Holdings Ltd. on Squamish I.R.No. 2(Seymour Creek), and suggested that the only thing left to do was to cancel this lease. I have repeatedly tried to get something from Mr.Barret Lennard, but he says there is absolutely nothing he can do.

As we are losing money by allowing this lease to stand idle, and we already have an application on file for part of the property covered by the Cascade Holdings lease, I think it would be well to conclude this matter with the Cascade Holdings and make another lease to responsible people.

There is a small house occupied by white people on this leased property, and no rent is being paid for it. I am unable to collect rent from these people while the land is leased to another party.

Your instructions in this matter would be appreciated.

Fred G. Ball
Indian Agent.

B/DH.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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Seymour Creek - Squamish Tribe
Westminster District
109.15

Resurveyed 1926 - Plan BC 317 - area 128.16

Original Survey 1880 - Plan 231 147.00

Conveyed as 147.00 By 1036

Eight alienations totaling 18.95

Examined Surrender
we find no record of
Lots 5 - 9 or 11 ever
having been surrendered
Sep 15/43.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5
pt. 3)

PUBLIC ARCHIVES
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CANADA

File 13167-82
13167-48
13167-50

Ottawa, September 14, 1943.

Major D. M. MacKay, Indian Commissioner, Vancouver, B. C.

Re Seymour Creek Indian Reserve No. 2

There are three leases on the above Reserve which have caused Indian Agent Ball and this office a great deal of concern for many months. A conference has just been concluded with respect to the various problems attended by a representative of the Surveyor General's office, the Departmental Solicitor and officers of t is service in an attempt to reach some conclusion as to the facts surrounding these three leases and what should be done to solve the administrative problems which they jointly and severally present. It is the writer's purpose to attempt to place the facts as we find them before you and to obtain your assistance and advice.

Re: Surrenders

In the first place we have found that by successive surrenders all of the Reserve south of the Burrard Inlet Tunnel and Bridge Company's right-of-way with the exception of Lot 9 has at some time or other been surrendered. There are four separate surrenders. We can find no evidence anywhere that Lot 9 has ever been surrendered and if the local Indian Agent's office has any record of such a surrender please have him produce it to this office.

As the Indian Agent will confirm all three current leases overlap and this will be the subject of later comment.

Re Lease No. 288 to the Cascade Holding Company.

This lease is dated October 1st, 1932, and covers three parcels of land described by metes and bounds. The first parcel of 5.7 acres lies north of the right-of-way

(over)

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

which parcel was properly surrendered. The second parcel was described by metes and bounds and covers lands shown on the official plan No. 317 appearing thereon as all of Lot 4 and apparently part of Lots 3, 6 and 11 and also part of a 25 foot strip which runs along the end of Lots 6, 7 and 8 and the side of Lot 10. The third parcel is a couple of gravel banks elsewhere.

The Company is in default in payment of its rental and has made no payment whatever since the one received here under date of September 24, 1942. Indian Agent Bell recommends cancellation of the lease and as he knows the local situation as to the company's affairs he is probably right. This means however a loss of rent arrears of over $900.00 charged against the Company on our books but even at that cost it may be the course of wisdom and of necessity to clean it up by cancellation. On this point, will you please make some enquiry and let us have your report along the following lines:

(a) Are there any assets of the company that appear attachable to make the rent arrears?

(b) Are there any improvements of value on the property which we could either attach or which would revert on cancellation that would compensate the Band for the loss of rents?

(c) Is there any possibility of again leasing the property to compensate the Band for the loss of future rents which the company would have to pay?

(d) Do you see any practical solution other than cancellation as recommended by Indian Agent Bell?

Re Lease No. 370, to the Burrard Shingle Company

This lease is dated August 2, 1933 and covers a parcel of land described by metes and bounds taking in part of the 40 foot strip along Seymour Avenue, the south part of Lot 9 and the south part of Lot 10, extending, according to our records, out into the water channel. In this connection

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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we are enclosing copy of a letter addressed to Indian Agent F.J.C.Ball,(dated January 6, 1943) to which we have never received a complete reply in the following respects:

Indian Agent Ball has not advised us whether or not the part of Lot 10 covered by the lease is essential to the Burrard Shingle Company. He has not been able to ascertain whether or not this company, or their present representatives, would be content to give up Lot 10 which is also included in the C.P. Company's lease mentioned hereafter.

Mr. Ball states that the Burrard Shingle Company got twice the property that it was intended to give them. We are not certain that this is true nor can we be entirely certain as the officer who negotiated the lease with the local legal agents of the Capilano Shingle Company is no longer with the Department. It does appear on the face of it that the Company asked to lease Lot 9. On the other hand in the same letter they mention as the property they wish to acquire the property "upon which said lands the Burrard Shingle Company Limited operates a shingle mill". (See letter Mr. Ball's file dated February 5th, 1935). The property on which the Burrard Shingle Company operates a shingle mill was a property under permit to George Whalen under date of July 2, 1926, and in that permit the property was described substantially as in the present lease. The same description is also contained in a resolution of the Band passed at the regular meeting of the Squamish Council on August 24th, 1925. Our files would indicate that the leasing arrangement was concluded through a firm of Ottawa lawyers representing the Capilano Shingle Company and it may well be that in the conversations the land described in the lease was in fact the land the Company applied for. It does seem anomalous that with a registered plan of record in the Surveyor's office a metes and bounds description should be used.

In this connection our solicitor expresses the view that if the Burrard Shingle Company, or their successors in title, insist on retaining possession of the exact land described in their lease we will have to abide by it. On the other hand if they are not using Lot 10 and do not require it for their business they might be willing to take Lot 9 and the 40 foot strip to Seymour Avenue under an amended lease, thus releasing Lot 10 for other disposition. You might ascertain from them what they are willing to do in this connection.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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In connection with this lease there is another problem. The lease provides for payment of $575.00 per year from and after 25th May, 1940. On March 4th, 1941, Agent Bell reported that the mill had been burned and recommended that the rent continue at the rate fixed for the first five years of $500.00 per year. On his recommendation this was agreed to and under date of March 18th, Indian Agent Bell was advised that the rental should continue at $500.00 per annum for a limited time. The letter went on to say "We shall hope however that the Company will find it possible in the near future to reconstruct their mill and in that event the rentals as set forth in the lease will necessarily have to be paid". Our solicitor expresses the view that this letter fixes the rent at $500.00 per annum until the Company rebuilds.

This office concurs in the position taken by Indian Agent Bell that the Company should pay more and that they should in fact resume payments at $575.00 per annum for the balance of the second five year period and be prepared to pay the rent provided in the lease of $650.00 for the third five years and $750.00 for the last five years of the term. Possibly you and Agent Bell can conclude such an arrangement with the Company and the attempt should in our judgment be made.

There is a further apparent irregularity in connection with this lease in that Lot 9 has never been surrendered. This could of course be cured by obtaining a surrender of Lot 9 at the earliest opportunity.

<u>Re Lease No. 506 to the C.P. Lumber Company</u>

This Company entered into a lease covering Lots 1,2,3,6,7,8 and 10 and a 25 foot strip along the east side of Lots 6,7,8 and 10, under date of August 15, 1941. This lease constitutes our major problem of the three.

On the land covered by this lease there are two serious encroachments. The first is the encroachment by the Cascade Holding Company under their lease above referred to. The second and more serious one is the encroachment by the Burrard Shingle Company's lease over Lot 10.

This Company through their solicitors Messrs. Williams and Rae, 718 Hall Bldg., Vancouver, demand cancel-

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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lation of their leasing arrangement and the return to them of rentals paid in the amount of $3,000.00. They claim that prior to the issue of the lease we had already disposed of Lot 10 "which is the water front lot and is the key to the property". On reference to our solicitor, he replies that he does not see how we can avoid the refund of the rents and the cancellation of the lease demanded by the Company. We thus stand to lose not only the $3,000.00 which we have to refund, but the future benefits under the lease for 18 years, which together total $30,000.00. This as you will see is serious, and the loss of this revenue to the Band will we anticipate have local repercussions.

Will you please go into this whole question with Indian Agent Bell, try to agree on some practical solution to the problem and forward your recommendations to this office.

It is quite frankly admitted that these matters have not been well handled by this office, but that is water under the bridge. The problem now is to make the best of a bad job and we are in hopes that you may be able to lend us some assistance. It may not come well from this office in the circumstances to ask you to give the matter immediate attention but it should not be allowed to again become cold and if there is any practical solution to the various problems raised it should be done immediately.

D. J. Allen
Superintendent
Reserves and Trusts

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

13167-50

IN YOUR REPLY QUOTE

FILE NO. 81-6-123

CANADA

NATIONAL HARBOURS BOARD

OTTAWA, September 21, 1943.

Dr. H. W. McGill,
Director of Indian Affairs Branch,
Department of Mines and Resources Branch,
Booth Bldg., O t t a w a

SEP 23 194

Please refer to yours of the 13th April, 1938 (your File 13167-50) in which you granted permission to the National Harbours Board, during the pleasure of the Minister of Mines and Resources, to maintain a railway spur line as then located on the Seymour Creek Indian Reserve Number Two, of the Squamish Tribe, in the City of Vancouver. As you will no doubt remember, this spur line railway formerly served the Cascade Rock & Gravel Co. Ltd., and when this Company ceased operation your Agent recommended that, as it was possible that some of the parcels of Indian Lands in the vicinity of the said spur might again be leased for industrial purposes, the spur be not removed. Accordingly we did not disturb the spur and obtained permission from your Department to that end.

We now require to make use of the steel rails in the said spur for other purposes and propose to lift the same. Under date the 18th instant our Port Manager at Vancouver wrote the Indian Agent at Room 416, Federal Building, Vancouver, B.C., advising him that we propose to lift the said rails and requesting him to forward to you his recommendation in this regard. It is presumed that under the circumstances and in view of the difficulty in obtaining steel rails, your Department will have no objection to the removal of the materials in the above-mentioned spur.

F.W. Riddell
Executive-Secretary.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

13167-50

Ottawa, October 25, 1943.

F.J.G. Ball, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

On reviewing the leases in your agency as at October 25, 1943, it is noted that the following are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since
~~43~~	~~13167-51~~	~~208~~	~~Mrs. Charles Macauley~~	~~40.00~~	~~1/8/43~~
61	13167-50	288	Cascade Holdings Ltd.	1,125.00	1/1/42 - 75.00
					1/4/42 - 150.00
					1/7/42 - 150.00
					1/10/42 - 150.00
					1/1/43 - 150.00
					1/4/43 - 150.00
					1/7/43 - 150.00
					1/10/43 - 150.00
165	13167-82	306	G. P. Lumber Mills Ltd.	1,500.00	15/8/43
~~167~~	~~13167-78~~	~~Easement~~	~~Pacific Shingle Company~~	~~100.00~~	~~1/1/43~~

It would be appreciated if you would forward individual reports in connection with each of these leases at your earliest convenience.

L. W. McCutcheon,
Chief Treasury Officer.

EB/RN

B.F. ~~15-12-43~~
~~15-1-44~~
~~15-3-44~~
15-5-44

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

15167-50
22167-5

Ottawa, October 26, 1943.

AIR MAIL

Major D. M. MacKay, Indian Commissioner, P. O. Box 70, Vancouver, B. C.

I am enclosing copies of correspondence received from the National Harbours Board and Indian Agent Ball in connection with the request of the Board for permission to remove their railway spur line from the Seymour Creek Indian Reserve (Squamish No. 2).

The Board were permitted to build this line by letter dated April 9, 1929, on the understanding that it was to remain on the Band property during pleasure of the Superintendent General. The line served the Cascade Rock and Gravel Company and the Burrard Shingle Company. The Cascade Rock and Gravel Company lease is in arrears and, as Mr. Ball reports the Company defunct, it may be necessary to cancel the lease. The Burrard Shingle Company rental is in good standing.

In order that a reply may be forwarded to the Harbours Board, we require to know what effect the removal of the line would have on the Burrard Shingle Company lease and also the land under lease to the Cascade Rock and Gravel Company. If the Cascade lease is cancelled, would the removal of the line affect the rental we might hope to receive if it were possible to re-lease the property to another company?

When permission was given the Board to construct the line, the Indians consented by resolution dated December 14, 1928. It would appear advisable that if we are to give the Board permission to remove the line, the Band should be asked to pass a resolution sanctioning the removal.

As the Board is pressing for a reply, it would be appreciated if you would have the local situation investigated, particularly with a view to ascertaining the effect the removal of the line might have on future rentals, as we must keep in mind our responsibility to the Indians in this respect. After the investigation has been completed, please report at your earliest convenience.

D. J. Allen,
Superintendent,
Reserves and Trusts.

Encls.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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Mr. Allison

This letter in connection with the Hudson's Bay Co. sports live on Squamish Reserve.

Please read before replying

Report from Com. McLean

Allison

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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F. 13167-50

EXTRACT FROM INDIAN AGENT'S LETTER OF NOVEMBER 4, 1943, ON FILE 13167-1

"Accounts 61 and 165 are being dealt with by the Indian Commissioner's office."

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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OFFIC[redacted]THE
INDIA[redacted]ENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
Nov. 5th 1943.

Indian Commissioner, Vancouver, B.C.

re: File No.33-14-7857
Spur Line on Squamish I.R.No.2(Seymour Cr.)

Replying to your letter of the 4th instant, the spur running through Lot 4 formerly leased to the Cascade Rock and Gravel Company is now in use by the Narrows Lumber Company, lessees of Lot 5, and they pay a monthly rental to the railway company for this spur. The spur which served the Burrard Shingle Company is not in use at present, but if and when that Company rebuilds its shingle mill, the spur line will be vitally necessary to them.

I have advised the Burrard Shingle Company of the railway Company's application, and I understand that they will strongly oppose removal of this spur line.

Indian Agent.

B/DH.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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13167 50

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO 33-14-7006
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C.

Nov. 8, 1943.

AIR MAIL

NOV 10 1943
REGISTERED

Indian Affairs Branch, Department of Mines and Resources,
Ottawa, Ontario.

Your File 13167-50
22167-3

I have to refer to your letter of October 26th enclosing copies of correspondence relating to the application of the National Harbours Board for permission to remove the rails from the spur line on Seymour Creek I. R. (Squamish No. 2).

This matter was discussed with Mr. Ball and I enclose herewith a copy of his reply dated November 5th. It might be pointed out here that there are two branches of this spur line, one running easterly to serve Lots 4 and 5, and the other southerly to Lot 9.

It will be observed from Mr. Ball's letter that that part of the line running through Lot 4 is now in use by the Narrows Lumber Company, lessees of Lot 5, and that the section of the track to the Burrard Shingle Company although not at present in use will be required when the Company rebuilds the shingle mill.

There is no doubt that the removal of the line would adversely effect the rental value of Lot 4 and part of the lands under Lease No. 506 and Lots 9 and 10. Under the circumstances, it would appear that the Department would be fully justified in opposing the removal of the rails at this time.

D.M. MacKay,
Indian Commissioner for B.C.

/KT
Enc.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

File 13167-50

Ottawa, November 13, 1943.

The National Harbours Board, Ottawa, Ont.

Attention - F. W. Riddell
Executive-Secretary

EX'D.

Under date of September 21st you wrote this Branch requesting permission to remove the rails from a spur across the Seymour Creek Indian Reserve No. 2.

It is regretted that we were unable to reply to your letter until we had a report from our British Columbia office as to the effect that the removal of such rails would have on certain subsisting leases covering substantial parts of the said Reserve.

We are enclosing herewith copies of reports received from our Indian Agent and the Commissioner of the Province of British Columbia. Under the circumstances we do not feel that we can concur in your proposal to remove the rails.

Director

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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ORIGINAL ON
63-167

Minutes of a Meeting of the Squamish Indian Council held at Squamish Indian Reserve No., 1, North Vancouver, B.C., on November 19th, 1943.

x x x

The Burrard Inlet & Tunnel Co. having applied for permission to remove their rails from Squamish I.R. No. 2 (Seymour Cr) spur line, the Council considered this would reduce the value of the Reserve for leasing purposes, whereupon it was

Moved by Councillor Alfred Jacob
Seconded by Councillor Stan Joseph

That the railway company be refused permission to remove the rails from the spur line on Seymour Creek Reserve.

Carried unanimously.

x x x

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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MEETING OF THE SQUAMISH INDIAN COUNCIL
HELD AT
SQUAMISH INDIAN RESERVE No.1
NOVEMBER 19th 1943

PRESENT: F.J.C.Ball, Indian Agent, Chairman of Council
Tim Moody, Secretary

Councillors - Henry Jack, Frank Baker, Stan.Joseph, Wm.Baker, Sr., Alfred Jacob, Chief Moses Joseph

ABSENT: Councillors - Chief Matthias Joe, Ed. Charlie, Louie Miranda, Denny Paull, Elvie Andrew

---

RESOLUTION

The Burrard Inlet & Tunnel Co. having applied for permission to remove their rails from Squamish I.R.No.2 (Seymour Creek) spur line, the Council considered that this would reduce the value of the Reserve for leasing purposes, and it was therefore

MOVED by Councillor Alfred Jacob
SECONDED by " Stan.Joseph

THAT the railway company be refused permission to remove the rails from the spur line on Seymour Creek Reserve.

CARRIED UNANIMOUSLY

I HEREBY CERTIFY that I was personally present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

F.J.C.Ball
Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

13167-50

Mr McLuckie

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B.C.
Dec.31st 1943.

Indian Affairs Branch, Ottawa.

With reference to the enclosed resolution of the Squamish Indian Council the rails referred to were laid many years ago to serve the Burrard Shingle Mill on Squamish I.R.No.2. This mill was burned down and will not be rebuilt until after the war, but I do not think that the railway company should be given permission to remove the rails, as it would adversely affect the renting of other portions of the Reserve.

The Burrard Inlet & Tunnel Co. have been advised of this decision of the Squamish Council.

Fred H. Gee
Indian Agent.

B/DH.

Encls.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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THE CORPORATION OF THE

DISTRICT OF NORTH VANCOUVER

P. O. Box 2468, North Vancouver, B. C.

Phones:
North 1100 Clerk
North 500 Treasurer and Collector
North 611 Assessor
North 1102 Superintendent of Works
North 512 Relief Office

Office of the Clerk
District Municipal Hall
4th St. W. and Chesterfield Ave.

NORTH VANCOUVER, B.C.

Minister of
JAN 19 1944
Mines & Resources

January 13th 1944

The Honourable T. A. Crerar,
Minister of the Dept. of Mines & Resources,
Ottawa, Ont.

Dear Sir: Indian Reserve No. 2

A portion of Indian Reserve No. 2 within the boundaries of this Municipality, has been leased to the Cascade Rock and Gravel Company for a number of years and under the "Municipal Act" of British Columbia they were assessed for this leasehold interest and taxes imposed from year to year.

The sum of $11,478.63 is now owing for unpaid taxes and The Corporation of the District of North Vancouver desires to be protected by the Government in this way, that it requests the Government not to issue any other lease for these lands until the Corporation receives the unpaid taxes.

I am informed that the Cascade Rock and Gravel Company has been wound up and the assets transferred to Mr. Barrett Lennard and his Associates and that they intend to form a new Company and apply for a new Lease from the Government and in this way void the liability for taxes on the old lease.

I respectfully request that no lease be issued until the taxes under the old lease are paid up.

Yours truly,

D.G. Dale

MUNICIPAL CLERK.

DGT:LWM.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Minister's Office

MEMORANDUM

19th January, 1944.

Deputy Minister.

I am attaching hereto a letter addressed to the Minister by the Municipal Clerk of the District of North Vancouver asking that no new lease be issued to the Cascade Rock and Gravel Company covering property in Indian Reserve No. 2 until unpaid taxes owing by the Company have been cleared up.

This communication might be dealt with departmentally.

Encl.

W.J.F. Pratt,
Private Secretary.

Dr. McGill -

For attention of your Branch

Department of Mines & Resources
Indian Affairs Branch
JAN 20 1944
REGISTERED

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-20

Ottawa, February 24, 1944.

EX'D.
A

Dear Sir:

Your letter of January 13th last, addressed to the Honourable T. A. Crerar, Minister of Mines and Resources, has been referred to this Branch for reply.

The Cascade Rock and Gravel Company lease has been inactive for some time and it may be necessary to institute cancellation proceedings for non-payment of rental. If the lease is cancelled the property will be available for leasing, but this Branch cannot assume any responsibility for the collection of municipal taxes.

Yours very truly,

Hoodless,

Director.

D. G. Tate, Esq.,
Municipal Clerk of the
Corporation of the District of North Vancouver,
North Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 25167-50

MEMO. Supt. Bassano - Lands

CREDIT ADVICE

Mar. 10th 1944

The following remittance has been received from

Indian Agent Fred J. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio

Amount $ 15.00

Agency Receipt No. 15479 dated Feb. 5/44

Payer Mrs E. Lund on account of rent of House on I.R. #2 for 3 months to Apr. 1/44

Transferred to Sundry Funds Acct. #7 31.3.44

Lease Suspense #1125

Squamish Band

Department of Mines & Resources
Indian Affairs Branch
APR 5 1944
REGISTERED

C. T. 231
5M—4-12-43

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 15167-1

Ottawa, March 25 1944.

Mr. F. J. C. Ball,
Indian Agent
416 Federal Building,
Vancouver, B. C.

Dear Sir:

A cash remittance from your office has been received showing:-

Rent paid by Mrs. C. Lund

$15.00

To the credit of Squamish Band

For house on I. R. No. 2

No preliminary agreement on which a departmental lease can be issued has been received. If not already mailed please give this matter your immediate attention.

Yours truly,

D. J. Allan,
Superintendent,
Reserves and Trusts.

Form No. 1134.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

OFFICE OF THE INDIAN AGENT

Mr McBain
Collection

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

EXD.

Department of Indian Affairs
APR 5 1944
REGISTERED

416 Federal Building,
Vancouver, B. C.
March 31st 1944.

Indian Affairs Branch, Ottawa.

re: File No.13167-1

With reference to your notice of the 23rd instant re rent paid by Mrs.C.Lund,$15.00, there is no lease or agreement of any kind covering it.

The house referred to is a small place built by the Cascade Holdings for their watchman when they had a lease on Squamish I.R.No.2. When they removed their machinery, they left this building standing, and unless it is occupied, tramps and others would make it a hang-out. I told the watchman that he could stay there on payment of $15.00 a month rent until we either tear down the shack or lease the property again, when he might be employed as watchman for any new lessee. I do not think that we should make any kind of lease covering this shack as a future lessee might not need the place and would tear it down. It is just a month to month agreement.

Fred J. Ball
Indian Agent

B/DH.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

COPY
Placed on File 13167-82

PLEASE QUOTE FILE

Mr McCrossan

416 Federal Building,
Vancouver, B. C.
June 20th 1944.

Indian Affairs Branch, Ottawa.

re: Files No.13167-82 and 13167-50
Cascade Holdings Ltd.
C.P.Lumber Mills Ltd.

In November, 1942, there was correspondence between us in the above leases.

The Narrows Lumber Company wished to lease Lot 4 on Seymour Creek (Squamish No.2) Reserve, and are waiting for it as their business is expanding and their Lot 5 is too small.

See file 13167-86

Can some decision be arrived at soon, please? We are losing rental while the matter is left in abeyance.

Indian Agent

B/DH.

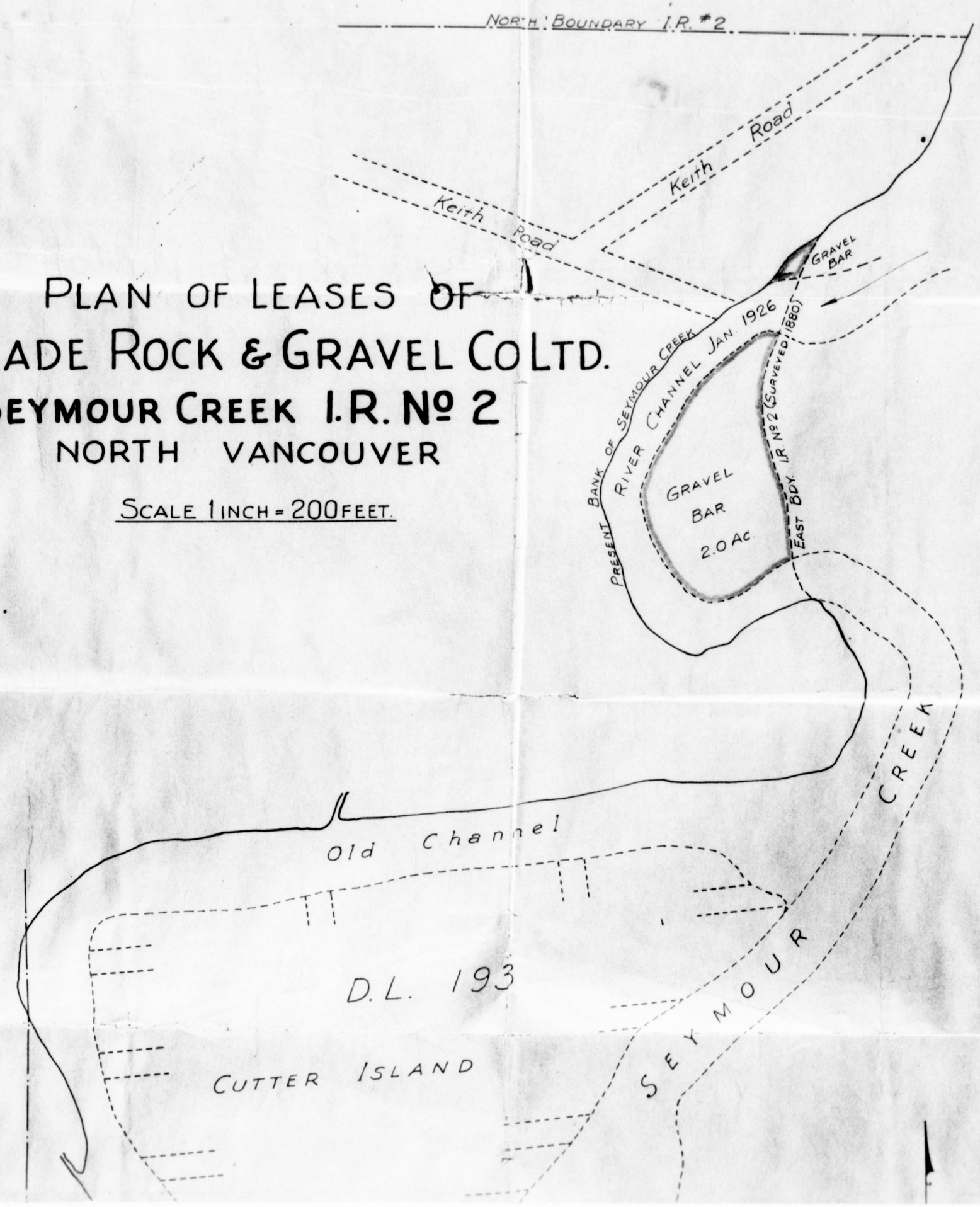
Department of Mines & Resources
Indian Affairs Branch
JUN 23 1944
REGISTERED

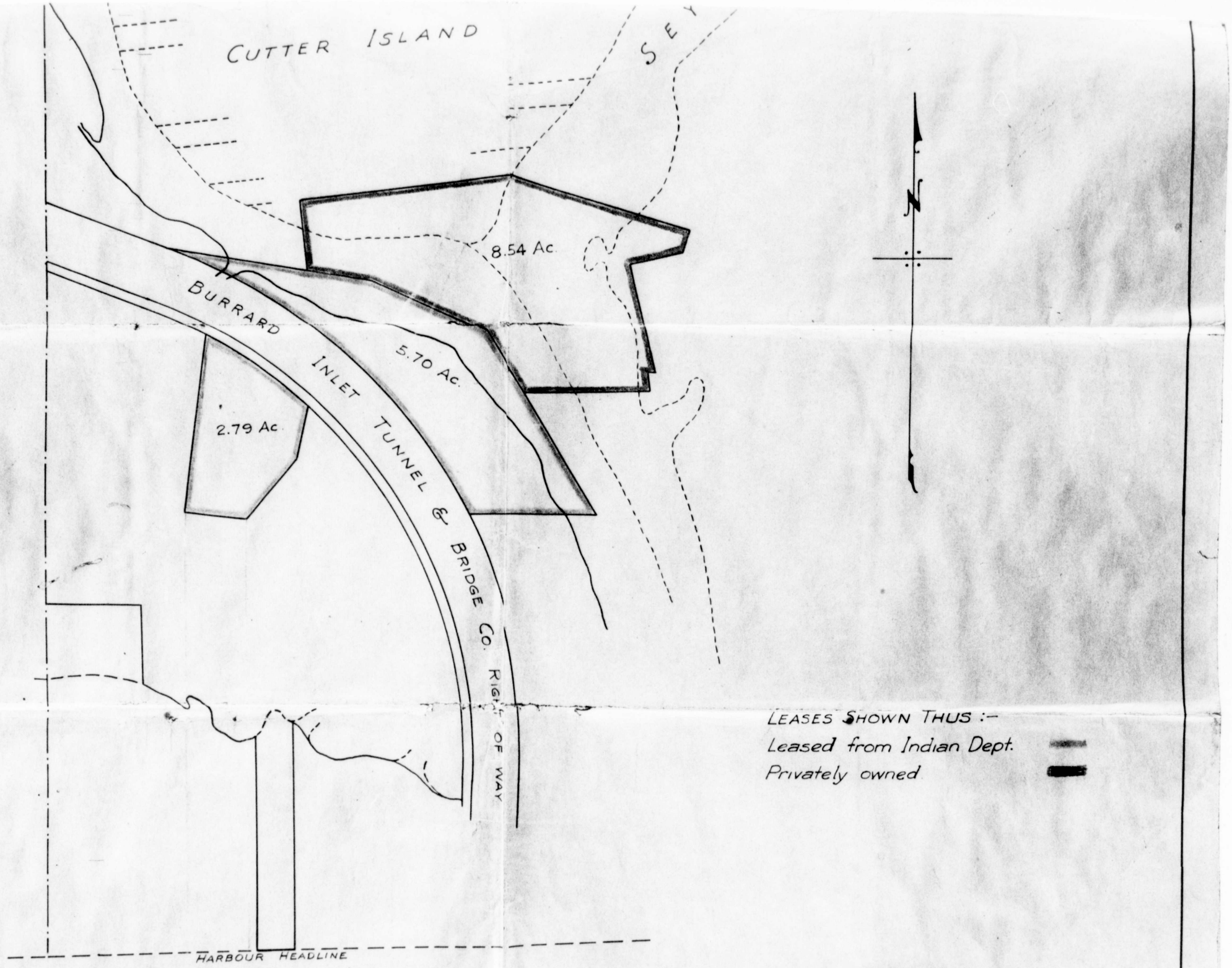
Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN OF LEASES OF
CASCADE ROCK & GRAVEL CO LTD.
SEYMOUR CREEK I.R. Nº 2
NORTH VANCOUVER

SCALE 1 INCH = 200 FEET.




CUTTER ISLAND
8.54 Ac.
5.70 Ac.
2.79 Ac.
BURRARD INLET TUNNEL & BRIDGE CO. RIGHT OF WAY
HARBOUR HEADLINE
N
LEASES SHOWN THUS :-
Leased from Indian Dept.
Privately owned

ANDREW PAULL.
President
North American Indian Brotherhood.
P.O. Box 2461
North Vancouver B.C.
July 21st. 1944.

Minister of
JUL 24 1944
Mines & Resources

Hon. T.A. Crerar P.C.M.P.
Minister of Mins and Resources
House of Commons
Ottawa Ont. Canada.

Honourable Sir;-

Re; Cascade Sand and Gravel Lease Seymour No.2.Res.

It will be impossible to write down all the details of the methods used to deprive the Squamish Indians of the royalties due to them by the provisions of a proper cotract approved by the Department, prior to the appointment of Dr. Harold McGill.
In order to secure for the Indians what is justly due to them, it will require a thorough investigation by an impartial and competent Commission assisted by a competent accountant.
Briefly the facts are, that a contract was given and signed, for the Cascade Sand and Gravel Co. to remove gravel and sand from the bed of the Seymour Creek running through and by the Seymour reserve with a royalty to be given to the Indians funds.
Then the company organized a Holding Company, to whom the company who had signed a contract with the Department would pay a royalty and rental to. So that instead of the royalties all going to the Department in the first place, these were paid to the Holding Company.
Then another company was organized on this Reserve called the E & C Co;- (I think was the name).
The business and profits of all the companies organized went through the E & C Co;- who had no contract with the Department, so that NO transactions would show on the books of the company that had the contract with the Department. It was a clever manipulation, and impossible to write it all down, and can only be devuldged by a proper investigation.
These companies were under the management of Barrett-Leonard, a former conservative officer of the Point Grey Conservative Association, and his associates were or are yet officers of that political organization.
I had during the conservative regime appealed to the Minister of the Interior for a just dealing in this matter to no avail.
With the knowledge and consent of the provincial government, the gravel lease was made, with the provision that the Indians would get a royalty for thesand and gravel removed from the creek bed, as many acres of this reserve had been wiped out above, by erosion.
No matter what the genuity of the white may be, and his art in manipulating figures, these cannot defeat gravity, as the sand and gravel deposit from above, rested on the area in the creek bed belonging to the Indinas and approved by the Governments. Please have this matter adjusted as thousands of dollars have been denied the Indians, by this manipulation of the educated white men, when the Department failed to protect the Indian Interest.

Respectfully yours

Andrew Paull

Andrew Paull
President, North American Indian Brotherhood.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ANDREW PAULL.
President
North American Indian Brotherhood.
P.O. Box 246I
North Vancouver B.C.

July 2Ist. I944.

Minister of
JUL 24 1944
Mines & Resources

Hon. T.A. Crerar P.C.M.P.
Minister of Mines and Resources
House of Commons
Ottawa Ont. Canada.

Honourable Sir;-

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No matter what the genuity of the white may be, and his art in manipulating figures, these cannot defeat gravity, as the sand and gravel deposit from above, rested on the area in the creek bed belonging to the Indinas and approved by the Governments. Please have this matter adjusted as thousands of dollars have been denied the Indians, by this manipulation of the educated white men, when the Department failed to protect the Indian Interest.

Respectfully yours

Andrew Paull

Andrew Paull
President, North American Indian Brotherhood.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Minister's Office

MEMORANDUM

July 25, 1944

DEPUTY MINISTER

Seymour Indian Reserve No. 2.
re: Cascade Sand & Gravel lease.

Mr. Andrew Paull, President of the North American Indian Brotherhood, North Vancouver, B.C., has written the Minister the attached letter (July 21) in which it is claimed that the Squamish Indians have been deprived of the royalties due them with respect to the above lease, and an investigation is requested. A blue print -- plan of leases of the Cascade Rock & Gravel Co. is also herewith.

This is referred to the department for acknowledgment and the attention necessary.

Private Secretary.

Encls.
Lr.
Blue print.

Dr. McGill -

For attention of your Branch.

Department of Mines & Resources
Indian Branch
1944
RECEIVED

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-50

Ottawa, August 12, 1944.

MEMORANDUM: To C. T. O.

Re: Lease 6th November, 1926, no, 128 to Cotton Co., Ltd.--file 13167-50A, and Lease 21st October, 1932 to Cascade Holdings Ltd.

and Cascade

Please supply statements in duplicate of payments of rentals and royalties under these leases.

D. J. Allan,
Superintendent,
Reserves and Trusts.

JK

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-50

AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Mr Paterson

Ottawa, August 12, 1944.

MEMORANDUM: To C. T. O.

Re: Lease 6th November, 1926, no, 128 to Cotton Co., Ltd.--file 13167-50A, and Lease 21st October, 1932 to Cascade Holdings Ltd.

Please supply statements in duplicate of payments of rentals and royalties under these leases.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Representative
RECEIVED
AUG 15 1944
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF
MINES AND RESOURCES

CANADA

FILE No. 13167-50

Account 61

INDIAN AFFAIRS BRANCH

TREASURY OFFICE

Ottawa, August 22, 1944.

M Kelso

MEMORANDUM: SUPT. RESERVES & TRUSTS.

Cascade Holdings Limited,
Squamish Indian Reserve,
Vancouver Agency.

With reference to your memorandum of August 12th, we would advise that a lease was executed in favour of the Cascade Holdings Limited for a period of twenty-one years from October 1, 1932, at a rental of $600.00 per annum, payable $150.00 on October 1st, January 1st, April 1st and July 1st in each year of the term, plus a royalty of six cents per yard on all sand and gravel taken from the premises. According to our records the sum of $5,625.00 has been received on account of rental. In addition to this gravel was supplied in lieu of rental amounting to $518.00. This was credited to the account on January 6, 1939. The arrears of rental at the present time amount to $1,575.00.

1 Oct/44
Due $150 29

Payments received on account of royalty on sand and gravel amount to $150.00. In connection with the royalty we would advise that we have a notation on our ledger sheet that this company is in arrears of royalty amounting to $350.00.

E.W. Cockburn
Chief Treasury Officer.

EB/RN

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Ottawa, September 11, 1944.

F. J. C. Bell, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

On reviewing the leases in your agency as at September 11, 1944, it is noted that the following are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since	
43	13167-51	208	Phyllis M. McGuinness	40.00	1/8/44	
44	13167-51	209	Mrs. Margaret Prince	20.00	1/8/44	
49	13167-51	234	Basil Nicholson	20.00	1/8/44	
56	13167-55	275	H.M. Eddie & Sons	75.00	15/8/44	
61	13167-50	288	Cascade Holdings Ltd.	1,575.00	1/1/42 -	75.00
					1/4/42 -	150.00
					1/7/42 -	150.00
					1/10/42 -	150.00
					1/1/43 -	150.00
					1/4/43 -	150.00
					1/7/43 -	150.00
					1/10/43 -	150.00
					1/1/44 -	150.00
					1/4/44 -	150.00
					1/7/44 -	150.00
115	13167-15	404	Lum Chong	100.00	1/10/42	
118	13167-64	Permit	Sorg Pulp Co. Ltd.	125.00	2/1/44	
146	13167-40	"	Giroday & Co.	40.00	1/8/44	
147	13167-66	"	Oscar Niemi Logging Co.	120.00	1/4/44	
161	13167-66	"	" " " "	25.00	1/4/44	
165	13167-82	506	C.P. Lumber Mills Ltd.	3,000.00	15/8/43 -	1,500.00
					15/8/44 -	1,500.00
167	13167-78	Easement	Pacific Shingle Co.	100.00	1/1/44	
171	13167-73	Permit	Dept. of National Defence (Army)	650.00	1/6/44	

It would be appreciated if you would forward individual reports in connection with each of these lessees at your earliest convenience.

p. L. W. McCutcheon,
Chief Treasury Officer.

EB/RN

FILE NOT AVAILABLE - HANDED TO RECORDS TO BE PLACED ON FILE

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
Sept. 18th 1944.

Chief Treasury Officer,
Indian Affairs Branch, Ottawa.

re: File No. 13167-50, Lease No.288 -
Account No.61, Cascade Holdings

Please see correspondence in this matter.

I have reported on several occasions.

Fred J. Ball
Indian Agent

B/DH.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13/67-50

11 Sept. 1944.

Lease no. 128, d. 6 Nov. 1926 to Cotton Co. Ltd., -
3 parcels, 11.9 acres; - 10, years from 15 Sept. 1925;
at $500. p.a. in advance on Sept. 15 yearly, and a royalty
of 6¢ per yard for material removed.
Payments received, rent and royalty from 15 Sept. 1925
to 26 Sept. 1929, amount to $11,851.40

Lease 228, -(Bc. Leases v.3 f 62.) to Seabord Oil & Refining Co. Ltd.
18.1 acres, for 21 years from 1 July 1930: CANCELLED 1 Feb. 1934.
rental $3,321.00 per year for first eight years; thereafter on
re-valuation.
Payment received for period 1 July 1930 to 30 June 1931 3,321.00

Lease 288, d. 21 Oct. 1932 to Cascade Holdings, Ltd.
5.7 acres and 2.79 acres and 4 acres and .5 acres
Term 21 years from 1 Oct. 1932.
Rental $600. p.a., payable $150 quarterly on 1st. Jan. Apr.,
July and October. and a royalty of 6¢ on each yard of sand
and gravel: royalty payments to be computed to 1st. October
and first April yearly.
~~Payments received, 25 Jan. 1933 to 30 Apr. 1937~~ ~~2,182.00~~
Payments rec'd to date, rent $5,625; royalty $150. 5,775
Total payments, 3 leases, 15 Sept. ~~1925 to 30 Apr. 1937~~ ~~$[illegible]~~
$19,808.40

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Seymour Creek. I.R. No. 2
Cornade land and travel.

File 11167-3

12 Oct. 1926 - P.C. 1567 - approves acceptance of surrender d. 2 June 1926 by Squamish Band of lands in Seymour Creek, Tel. 162 @ 5.7 ac. @ 2.2 ac. @ 1.6 ac. total 11.9 ac. - in order that lands may be leased.

File 13167-50A - 6 Nov. 1926 - Lease 128 to Cotton Co. Ltd. - 3 parcels, 11.9 ac. - 10 yrs. from 15 Sept. 1925, @ $500. p.a. in adv. on 15 Sept. yrly., and a royalty of 6¢ per yd. for material removed, with a right to dredge a channel 75' wide to give access for scows. Rent, royalty to be pd. when due.

File 11167-3 - 25 Mar. 1927 - Asst. Sec. - Cotton Co. Ltd. to Canada Timber and Land Co. Ltd. assigns lease d. 6 Nov. 1926. covenants rents have been fully pd. to 15 Sept. 1927.

" note on ltr. d. 19 Jan. '29 that "money on file 89162

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

from B.C.Lease Book, v.2, p.165.
Amounts paid on Cotton Co.
Lease no. 128, d. 6 Nov. 1926.

	0,000,000.00
15 Sept. 1925	100.00
	400.00
	500.00
	771.99
	434.88
	534.83
	500.00
	1,067.50
	400.00
	500.00
	624.48
	400.00
	500.00
	145.84
	750.00
	1,000.00
	897.00
	250.00
	718.97
	104.16
	500.00
	200.00
	300.00
	50.00
	11.69
22 Aug. 1932	371.31
26 Sept. 1929.	18.75
	00
	0,011,851.40

	00
	11,851.40
	3,321.00
	5,775.00
	00
	0,020,947.40

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

Mr. Allan:-

re Andrew Paull's letter of July 21., 1944

The gravel leases on Seymour Creek I.R. No. 2, and cash returns therefrom have been as follows:

Lease no. 128, dated 6 Nov. 1926, to Cotton Co. Ltd.	
Payments received, 15 Sept. 1925 to 22 Oct. 1932	$11,851.40
Lease no. 228, dated 1 July 1930 to Seaboard Oil and Refining Co. Ltd.	
Rent paid, 1 year, (Lease cancelled, 1 Feb. 1934.)	3,321.00
Lease no. 288, dated 21 Oct. 1932 to Cascade Holdings, Ltd. Payments received to date,- Rent, $5,625.00, and Royalty, $150.00,	5,775.00
T o t a l	$20,947.40

~~28-11-44~~.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-50

REN[illegible] AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, Ontario,
December 16th, 1944.

MEMORANDUM:

MR. ALLAN

Re: Andrew Paull's letter of July 21, 1944.

The gravel leases on Seymour Creek Indian Reserve No. 2, and cash returns therefrom have been as follows:

Lease No. 128, dated Nov. 6, 1926, to Cotton Co. Ltd.	
Payments received, Sept. 15, 1925 to Oct. 22, 1932	$ 11,851.40
Lease No. 228, dated July 1, 1930 to Seaboard Oil and Refining Co. Ltd.	
Rent paid, 1 year, (Lease cancelled, Feb. 1, 1934)	3,321.00
Lease No. 288, dated Oct. 21, 1932 to Cascade Holdings, Ltd. Payments received to date, - Rent, $5,625.00, and Royalty, $150.00	5,775.00
TOTAL	$ 20,947.40

F. Kehoe.

F. Kehoe.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

THE CENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
FEB 28 1944
REGISTERED

AIR MAIL

416 Federal Building,
Vancouver, B. C.
Feb.26th 1945.

Indian Affairs Branch, Ottawa.

re: Seymour Creek(Squamish No.2) Reserve.

Many years ago the Cascade Rock & Gravel Company had a gravel lease on the above Reserve. The company re-organized as the Cascade Holdings and became defunct upon the death of the manager, Will Ellis. No rent was paid for several years and although the lease has not been officially cancelled,there is no one to whom we can look for payment. Mr.W.J.Barrett Lennard, of Vancouver, acted for Mrs. Will Ellis after the death of her husband but there were no assets.

In the gravel company's operations they constructed a wooden conveyor over the highway and the National Harbours Board insists upon its removal. For the past year I have been trying to find some way in which it could be done without expense, even asking the local engineer corps of the Army to remove it as a practice demolition job, but without success. The National Harbours Board now advises that it is liable to collapse and that we might be liable for damage.

I have asked several firms for a price on moving the structure, and the amounts vary from $1200 to $400. The B.C.Engineering Co. is moving some equipment in that neighbourhood and offer the lowest price.

Mr.Barrett Lennard denies all responsibility and it appears that the Squamish Band will have to stand the expense. Will you please advise me at the earliest what should be done in the matter, as a high wind may topple the conveyor at any time?

Fred G. Bell
Indian Agent

B/DH.

See McCoy's letter Jan 8/45. File 13167-48
Cancel lease * 788

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form 6102B

Exclusive Connection with WESTERN UNION TELEGRAPH CO.

Cable Service to all the World

Money Transferred by Telegraph

CANADIAN NATIONAL TELEGRAPHS

W. M. ARMSTRONG, GENERAL MANAGER, TORONTO, ONT.

CLASS OF SERVICE DESIRED
FULL-RATE MESSAGE X
DAY LETTER
NIGHT MESSAGE
NIGHT LETTER

PATRONS SHOULD MARK AN X OPPOSITE THE CLASS OF SERVICE DESIRED. OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

RECEIVER'S NO.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to
Veuillez expedier la dépêche suivante aux conditions mentionnées au verso auxquelles je consens par les présentes

OTTAWA, MARCH 5, 1945.

F.J.C. BALL
INDIAN AGENT
416 FEDERAL BUILDING
VANCOUVER, B.C.

RE CASCADE CONVEYOR ARRANGE TO HAVE REMOVED AS RECOMMENDED YOUR LETTER.

D. J. ALLAN

Charge
Indian Affairs Branch,
Dept. Mines & Resources.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

78167-00
File no 987/32-7-2-5
vol 3

NATIONAL HARBOURS BOARD
CANADA

R.K. SMITH, K.C.
CHAIRMAN
J. E. St. Laurent
VICE-CHAIRMAN
B.J. ROBERTS
F. W. RIDDELL
EXECUTIVE SECRETARY

OTTAWA, Ontario,
March 1st, 1945.

MAR 6 1945

Dr. H. W. McGill,
Director,
Indian Affairs Branch,
Department of Mines and Resources,
Booth Building,
O T T A W A, Ont.

Dear Sir:

Re: Spur, Seymour Creek Indian Reserve No. 2.
Your file no. 15167-50: Our file no. 81-6-125.

Respecting yours of November 15th, 1943 in which reference is made to the Board "requesting permission" to remove a certain spur situate on the Seymour Creek Indian Reserve No. 2, and in which you observe that the Indian Affairs Branch does not feel that it "can concur" in the Board's proposal to remove the rails, it would appear that there must exist in the Department some misapprehension as to the Board's status in this matter, the history of which is as follows:

The spur in question, which was and remains the property of the Board, was originally laid at the request and for the benefit of certain specific named Lessees of the Department. With the termination of the leases and the reversion to the Department of the lands concerned, the Board enquired as to the existence of any objection by the Department to the continued presence of the rails on the Department's property; your reply of April 15th, 1938 stated: "Permission is hereby granted to allow this spur line to remain as at present, such permission to be during pleasure of the Minister of Mines and Resources".

In other words, the Board quite naturally required the Department's consent to the continued presence of Board property on Departmental lands. No such consent can, however, be regarded as necessary to the Board's removal of its own property

.. 2

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor Copy

PUBLIC ARCHIVES
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CANADA

from the Department's premises, and our letter of September 21st, 1945, to Indian Affairs Branch was in no sense intended as a request for the Department's permission to take such action, its purpose being simply to afford the Department an opportunity to tender any factors which might, in the Board's opinion, be adequate to justify the retention of the rails in their present position.

Due consideration has been given to your submission of November 13th, 1945 but in view of repeated reports from our Port Manager at Vancouver to the effect that the rails concerned are urgently required for harbour purposes, the Board has decided that the removal of the spur in question from Departmental lands should be proceeded with, and that our Vancouver office is to be instructed accordingly. I may observe, incidentally, with respect to Mr. D. M. MacKay's letter of November 8th, 1945 — copy of which was enclosed with yours of November 13th, 1945 to us — that the reference therein to the spur serving Narrows Lumber Company as being a portion of the Board's trackage situate on Departmental premises would appear to be incorrect, the Narrows Lumber Company spur being in fact located on lands constituting part of the Board's Terminal Railway Right-of-way.

Yours very truly,

F. W. Riddell,
Executive Secretary.

The original of this Document has been removed for reproduction in the Records of the Indian Land Registry.

DLT 4-1-2 EC
Signature

Feb/18/71 10

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 12187-20.

Lease No. 285.

J.D.674

Department of Mines and Resources,

Indian Affairs Branch,

Ottawa, March 18, 1965.

WHEREAS on October 21, 1952, a lease issued in favour of Cascade Holdings, Limited, of the City of Vancouver, Province of British Columbia, covering two parcels of land containing 5.7 acres and 2.79 acres, respectively, in the Seymour Creek Indian Reserve No. 2, for a term of twenty-one years from the 1st day of October, 1952.

AND WHEREAS Cascade Holdings, Limited, is no longer in existence and rental has not been paid for several years and is now considered uncollectible.

NOW THEREFORE by and in virtue of the powers and duties vested in the Minister of Mines and Resources by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease.

Chalk Powell

Deputy Minister of Mines and Resources.

Vancouver Agy - Cert. 61

Cancellation noted

22. 3. 65

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

12167-50

Ottawa, March 19, 1945.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

With reference to your letter of February 26th last, I wish to advise you that Lease No. 288, issued in favour of Cascade Holdings, Limited, covering two parcels of land containing 5.7 acres and 2.79 acres, respectively, in the Seymour Creek Indian Reserve No. 2, has been cancelled by the Deputy Minister.

Cancellation noted
J.B.

for D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

(COPY)

NATIONAL HARBOURS BOARD

VANCOUVER, B. C.

March 13, 1945.

F.J.C.Ball Esq.

Indian Agent,

Vancouver, B. C.

Dear Sir:

I thank you for your telephone message of yesterday's date in connection with removal of old gravel conveyor, Seymour Creek Indian Reserve No.2.

The action you have taken in this connection was greatly appreciated and the demolition was well worthwhile.

Yours very truly,

"K.J.Burns"

Port Manager.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-50

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
March 19th 1945.

Department of Mines & Resources
Indian Affairs Branch
MAR 23 1945
REGISTERED

Indian Affairs Branch, Ottawa.

re: File No.13167-50
Cascade Holdings Ltd.

In accordance with your telegram of Mch.5th I have had the gravel conveyor on Squamish I.R.No.2(Seymour Creek) removed, and I enclose herewith a copy of a letter from the National Harbours Board, which is self-explanatory.

Indian Agent

EX'D.

B/DH.

Encls.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13182-1

M[redacted]6.

Credit Advice

Mar. 12 1945

The following remittance has been received from

Indian Agent Hall at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 10 00

Agency Receipt No. 35928 dated Feb 8/45

Payer Mrs. C. Lund on account of Kuteh College on IR#2 - Squamish Band Nov & Dec/45

Department of Mines & Resources Indian Affairs Branch
MAR 12 1945
REGISTERED

Transference #1273

Mr Butler

Transferred to Sundry Certificate Cert. #12

For Treasury Branch.

C. T. 231
5M—22-9-42

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

PUBLIC ARCHIVES
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CANADA

File No. 15167-1

Ottawa, March 26, 1945.

Mr. F. J. C. Ball,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Dear Sir:

A cash remittance from your office has been received showing:-

Rent paid by Mrs. C. Lund

$10.00

To the credit of Squamish Band, for cottage on L. R. No. 2

No preliminary agreement on which a departmental lease can be issued has been received. If not already mailed please give this matter your immediate attention.

Yours truly,

D. J. Allan,
Superintendent,
Reserves and Trusts.

Form No. 1134.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-50

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Mr Bell
Mr McCammon
Mr McPhee

APR 7 1945
REGISTERED

416 Federal Building,
Vancouver, B. C.
April 2nd 1945.

Indian Affairs Branch, Ottawa.

re: File No.13167-1

Replying to your letter of the 26th instant I wrote you March 31st 1944 explaining this rental.

Nothing has changed since that time. However, we hope to lease the property again now that it is available and any new lease would include this house.

Fred E. Ball
Indian Agent

Suggest sundry rental
M McPhee

BLH

for Director.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

TELEPHONE: PACIFIC 4620

CAMPBELL CONTRACTING COMPANY LTD.

CONSTRUCTION ENGINEERS

721 HALL BUILDING
VANCOUVER, B.C.

To DEPARTMENT OF INDIAN AFFAIRS,
C/O INDIAN AGENT,
325 GRANVILLE STREET,
VANCOUVER, B.C.

CONTRACT NO.

WORK ORDER

March 29th, 1945.

TO:

DEMOLISHING OF OLD CASCADE GRAVEL PLANT ON INDIAN RESERVE NORTH VANCOUVER.....	$ 400.	00
TOTAL.....	$ 400.	00

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

THIS SPACE FOR TREASURY ONLY

CHEQUE NO. .....

DATE .....

VOTE		AGENCY	
ALLOT.	E. R.	AMOUNT	
TOTAL			

EXAMINED AND FOUND CORRECT

DATE .....

PAY TO Campbell Contracting Co.Ltd.

ADDRESS 721 Hall Bldg.

Vancouver, B. C.

DATE	SERVICE	AMOUNT
1945		
March	To Demolishing old gravel conveyor on Squamish I.R.No.2 (Seymour Creek), as per account	$400.00
	Authorized by Dept.Telegram dated March 5.1945	
	TOTAL	$400.00

BUDGET FUND
ACC. No. 5-7
AGENCY

Date Received of
Voucher Returned,
Reason why not paid
Initials of Examiner

M. McGRIMMON

I HEREBY CERTIFY that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just, also that the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

FORM No. I.A. 506

VOUCHER No. 547

DATE March 31st 1945

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

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CANADA

13167 50

EXTRACT
ORIGINAL ON
75-167

QUARTERLY REPORT ENDING MARCH, 1945, ON VANCOUVER INDIAN AGENCY

xx xx xx

Aalarge gravel conveyor on Seymour Creek Reserve was razed when the same had become a manace. A meeting of the Squamish Indian Council was held on March 26th which became rather stormy because the Department had reversed their policy of a year ago to issue leases on Kitsilano Reserve. A Committee of the Council met the Indian Commissioner on the 28th asking him to personally investigate the matter on his forthcoming visit to Ottawa.

xx xx xx

F.J.C. Ball,
Indian Agent.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

13167-50

719 YONGE STREET
TORONTO

PHONES:
BUSINESS, RANDOLPH 7163
RESIDENCE, KINGSDALE 0863

December 7, 1945.

Mr. R. A. Hoey,
Director,
Dept. of Mines & Resources,
Indian Affairs Branch,
OTTAWA.

Department of Mines & Resources
Indian Affairs Branch
DEC 8 1945
REGISTERED

Dear Mr. Hoey:

When Andrew Paull is in Ottawa, he desires to discuss with you a matter in which he is personally involved at the Seymour Reserve. It relates to a lease by Andrew Paull to Wm. Ellis of the Cascade Rock and Gravel Company. From what he tells me, if it is correct, and I have no reason to doubt it, there is something very rotten in the state of this matter.

Perhaps you will get the file out and inform yourself of the matter so that there can be a frank discussion of the matter when you see Paull.

Yours faithfully,

W. Murdoch

WM/LL

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
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CANADA

Lease no. 288. dated 21 Oct. 1932
The Crown to Cascade Holdings, Ltd.
(from B.C. Lease Book, vol. 3. p. 166) - locator not named.
Amounts paid:

25 Jan '33.	$300.	4 parcels - 12.99 acres
25 " '34	100.	
29 Dec 34	200.	
"	600.	
"	200.	
9 Feb '37	300.	
5 Apr '37	300.	
30 " 37	182.	
	$2182.00	

Cancelled June 12, 1936
Cancellation revoked Nov 16/38.
Cancelled March 15, 1945.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
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Lease 228,

to Seaboard Oil & Refining Co. Ltd.

18.1 ac. on Seymour Creek I.R. No. 2.

(from B.C. Lease Book, vol 3. p. 62)

locatee not named.

Amounts paid

2 July 1930	$ 1660.50
"	1660.50
	$ 3321.00

Cancelled 1st Feby. 1934.

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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100.00
400.00
500.00
771.99
434.88
334.83
500.00
1,067.52
400.00
500.00
624.48
1,100.00
500.00
145.84
750.00
1,000.00
897.00
250.00
718.97
104.16
254.84
500.00
200.00
300.00
50.00
11.69
371.31
18.75
00
00
0,012,8.0 0.26

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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PUBLIC ARCHIVES
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CANADA

BC Lease Book vol 2. p 165

Lease no 128

to Cattan Co. Ltd.

3 parcels in Seymour Creek I.R. No 2. - ~~1 to Cassy Co. Ltd.~~ No 2.

$500. per year, and royalty

located not named

Payments made:			
15 Sept. 25	$ 100.00	11 Dec 1930	$ 250.00
12 Feb 26	400.00	31 July 31	718.97
29 Dec 26	500.00	6 Oct. 31	104.16
" Royalty	771.99	21.00	254.84
30 Aug 27 "	434.88	19 Feb 32	500.00
2 Nov 27 "	334.83	" " "	200.00
10 " 27	500.00	15 Mar 32	300.00
31 Dec 27 - Royalty	1067.52	15 Mar 32	50.00 11.69
26 Nov 28 "	400.00	22 Oct 32	371.31
23 " "	500.00	26 Sept 29	18.75
24 Apl 28	624.48		$ 12806.26
20 Aug 28	1100.00		
15 Dec 28	500.00		
15 Sept 29	145.84		
28 Nov 29	750.00		
29 Nov 29	1000.00		
15 May 30	897.00		

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

(from B.C. Land Book vol. 3. p. 17.)
B.C. Land Book vol. 2. p. 65

Leone 197.

to Cascade Rock & Gravel Co. Ltd.
location Austin Charles Harry

Lot no. 1., Industrial subdivision of Heyman Creek.
2.R.No.2. – 1.7 acres – (surrender 1897).

Amount paid - 26 Sept '29 - $225.00 - (pd. Austin C. Harry 23 Nov 29)

	31	7.87
	31	10.46
		25.87
	32	50.00
		20.00
15 Mar	32	30.00
Mar	32	50.00
	32	37.31
	32	15.75
		$ 225.46

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

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CANADA

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1. [illegible] book vol 3, p. [illegible]

Permit, during pleasure,
B.C. Lease book, vol 2. p. 138.
to Cottam & Co. Ltd. - [illegible]
location not named.

2½ acres on Sayward Creek Res. for removal of sand & gravel.
Rental - $100. and royalty - 6¢ per. cu. yd.
Amount paid
15 Sept. 1926 - $100.00

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

PUBLIC ARCHIVES
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CANADA

File 13167-50.

AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

Ottawa, December 13th, 1945.

MEMORANDUM

- Mr. Allan -

Re: Mr. Murdock's letter of Dec. 7th.

Herewith notes of payments under a permit and four gravel leases on Seymour Creek I. R. No. 2.

I could find no reference to a location of Andrew Paull. It may be that Mr. Paull still claims royalty on gravel, handled through the lease location which originated elsewhere.

Mr. Cory's opinion, dated 10th March, 1939 (tagged) is that such material is not subject to royalty.

F. Kehoe.

F. Kehoe.

Mr Paul was here and asked me his matter. Is any order required?

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

Poor copy

PUBLIC ARCHIVES
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CANADA

987/ ~~101~~/32-7-2-5 CLOSED VOL.3

CHARGE CARD FLAGS

TO	DATE	BY	TO	DATE	BY	REQ'D BY	PER	DATE
ALT 4/5	16 9 69	29						
ALT 4-1-2	15 2 71	18						

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION - INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8091, File 987/32-7-2-5 pt. 3)

PUBLIC ARCHIVES
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CANADA

Indian Affairs
Central Registry Files, 1874-1959

File (RG 10, Volume 8092)

987/32-7-26	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE CHEKWELP RESERVE 26. (SQUAMISH BAND).	1924-1934
987/32-7-26	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE CHEKWELP RESERVE 26 (SQUAMISH BAND).	1934-1939
987/32-7-26	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE THE LEASING OF LAND ON THE CHEKWELP RESERVE 26 (SQUAMISH BAND).	1939-1945
987/32-21-0-2	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF GEORGE SAM'S LAND ON THE SEMIAHMOO RESERVE 0. (SEMIAHMOO BAND) (PLANS)	1932-1943

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

FILE NO. ~~107~~ 987/32-7-26

CLOSED VOLUME
See Vol. 2

A

— INDIAN AFFAIRS BRANCH —
DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

SUBJECT LEASE - GENERAL
SQUAMISH BAND
SUBD. CHEKWELP RES. NO. 26
FRASER ~~AGENCY~~ DISTRICT

VOLUME 1
FROM 1924
TO 1931

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
ALT 43	6	Request	23/10/69	PA	ALT 43	23/10/69	

FILE NO. ~~107~~ 987/32-7-26 VOL. 1

CLOSED VOLUME
See Vol. 2

30-74 E

1A 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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A

FILE NO. 167/32-7-26

CLOSED VOLUME

See Vol 2

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

VOLUME 1

SUBJECT Lease
Squamish Band
Subd. Chekwelp Res #26
General
Timber Agency

FROM

TO

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

-7-26 Vol 1

No. 13167-~~12~~ CR-11

Department of Indian Affairs

19.....

VANCOUVER

LEASE

CHEKWELP I.R. NO.26 FOR SUMMER RESORT.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

Very Poor Copy

PUBLIC ARCHIVES
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CANADA

TRACED OFF ORIGINAL ON
63-167

FEB 18 1924
RECORDED

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,
Feb. 8, 1924.

R

Sir:-

I have the honour to inform you that the Squamish Indian Council at a regular session held at Squamish Mission Reserve No. 1 on February 4th instant.

x x x x

That the application of Mr. Lamplough of Port Mann to lease the Chekwelp Indian Reserve No.26, at Howe Sound, be not approved. and that a Committee to be composed of Chiefs Matthias, Willie Baker and Louis Miranda, be appointed to act with the Indian Agent in making a careful inspection of the Reserve and to report back to the Council as to the possibilities of utilizing the reserve for summer resort purposes with the approval of the Department, the matter to be further dealt with at the next meeting of the Squamish Council.

Moved by Chief Moses Joseph
Seconded by Chief Henry Jack.

x x x x

(Sgd.) Charles C. Perry.

Indian Agent.

LANDS BRANCH
FEB 19 1924

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

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REGISTRY OF ORIGINAL ON
63-167

FEB 18 1924
RECORDED

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,
Feb. 8, 1924.

R

Sir:-

I have the honour to inform you that the Squamish Indian Council at a regular session held at Squamish Mission Reserve No. 1 on February 4th instant.

x x x x

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Moved by Chief Moses Joseph
Seconded by Chief Henry Jack.

x x x x

(Sgd.) Charles C. Perry.

Indian Agent.

LANDS BRANCH
FEB 19 1924

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Very poor copy

ORIGINAL ON 63-167

DEPT. OF INDIAN AFFAIRS
SEP 16 1924
RECORDS

DEPT. OF INDIAN AFFAIRS
SEP 5 1924
RECORDS

Vancouver, B.C.,
August 19, 1924.

Sir,-

Minutes of Meeting of Squamish Indian Council.

x x x

R

No-9.

Moved by Chief Billy
Seconded by Chief Frank Baker, that

"The application of the Gibson's landing Development and Improvement Association to lease the Cheakwalp Indian Reserve No. 6, Howe Sound, B. c., at a rental of $50. per year be not favorably considered. In lieu thereof it has been decided to approve of recommendations made by a special Committee appointed by the Council composed of Indian Agent C. C. Perry and Chiefs Miranda and Willie Baker by subdividing such portions of the Reserve as are suitable for summer camping purposes into lots of convenient size and by renting the same to summer campers in the summer of 1925 at such reasonable rates as may be recommended by our Indian Agent, subject to the approval of the Indian Department."

(Carried unanimously)

x x x

C. C. Perry,
Indian Agent.

LANDS BRANCH
SEP 8 1924

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

Very Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13 167/42-

OTTAWA, 17th September, 1924

Sir-

Referring to your letter of the 19th Ultimo and Resolution of Council as to leasing a portion of the Cheakwalp Indian Reserve No 6, Howe Sound to Summer campers, I would point out that, before this can be done, a surrender would have to be obtained from the Indians to enable the Department to lease the land for their benefit and it would appear that, in such event, a survey of the land into lots would be necessary after the surrender had been obtained.

As you will realize from the foregoing, a further report in this matter will be necessary prior to consideration by the Department.

Your obedient servant

Assistant Deputy & Secretary.-
(J. D. McLean.)

C. C. Perry, Esq.,
Indian Agent, Room 401, Holden Buildings,
VANCOUVER,
B.C.-

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-4

INDIAN OFFICE

DEPT. OF INDIAN AFFAIRS
DEC 16 1924
RECORDS

At Vancouver and New Westminster

..... 19.....

LAND BRANCH
DEC 20 1924

H.Q.

Sir:

In [illegible] September [illegible] sub-[illegible] No. 26, of the [illegible] of leasing the same [illegible] to inform you that the Council of that band was convened on the [illegible] instant and the matter was fully discussed. [illegible] correspondence read and considered.

A resolution [illegible] Council a copy of which is transmitted herewith for your information and approval, and it will be noted that therein the Band [illegible] surrender of the [illegible] for [illegible] will be [illegible].

[illegible] approval [illegible] the Reserve, [illegible] marked out [illegible] water plan [illegible] be placed [illegible]. Following [illegible] invite bids for [illegible] the permits to occupy. [illegible] In this manner [illegible] could be placed [illegible] based upon the [illegible] waterfront [illegible] investigation [illegible] visiting the Reserve [illegible] vicinity.

[illegible] is made [illegible] and experiment [illegible] may not be fruitful of large [illegible], however, that for some years [illegible]

[illegible]

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

making use of the Reserve for [illegible] purposes and there are [illegible] indications of their having cut down trees for firewood purposes therefrom. On visiting the Reserve late this summer I found three cabins in the Reserve which appeared to have been in use for several years and these had been nailed up with boards and vacated by the owners presumably with the intention of returning next summer to again occupy them. In view of the fact that persons using the foreshore and beachlands adjacent to the Reserve are expected to pay rental to private owners for such privileges, it appears reasonable that the Indians should be permitted to obtain rental for similar privileges sought by parties other than Indians in this Reserve, a portion of which would seem to be admirably adapted for summer Camp purposes.

I have the honour to be,

Your obedient servant

Charles Cook

G. C. Perry,
INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
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CANADA

Minute of a meeting of the Squamish Indian Council held at North Vancouver, Mission Reserve No.1, on Wednesday Dec.3rd, 1924, at which Indian Agent C.C.Perry, of the Vancouver Agency, presided, and at which the following Chiefs comprising the Council together with about thirty male members of the Squamish Band were present:-

Chiefs: Jacob, Matthias, Willy, Andrew, Jimmy Jimmy, Ned Joseph, George Williams, Charlie, Ed. Williams, William Baker.

Mr. Andrew Paull, Council Secretary, acted as interpreter.

The Following resolution was unanimously passed and carried; viz.,

Moved by Chief Jimmy Jimmy,
Seconded by Chief Charlie

THAT This Council having had under consideration the letter of the Department of Indian Affairs, dated Sept. 17th, 1924 No.13 167/42-, suggesting that the Council surrender to the Department the Chekwelp Indian Reserve No.26, belonging to this Band in Howe Sound B.C. hereby resolves that the Council do hereby surrender to the Department as desired the said Reserve for a period of five years, in order that the lease of the Reserve in portions to be subdivided for Summer Camp purposes may be made an experiment over this period ; also that the Department be advised by the Indian Agent that our reason for deciding upon this term is that should the experiment not be successful the Council may be able to find other uses for the said Reserve for the benefit of the Band after the aforesaid term has expired.

Carried Unanimously.

I, Charles C.Perry, Indian Agent, Vancouver Agency, B.C., hereby certify that I was present at and presided over the meeting above referred to and that the foregoing minute and resolution are correct.

Charles C. Perry

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167/42.

February 9,1925.

Sir,-

In reply to your letter of December 10th last, I beg to advise that inclosed herewith you will find surrender documents, in duplicate, for submission to the Squamish Band with respect to the proposed surrender of the Chekwelp Indian Reserve No. 26, on the western shore of Howe Sound, for the purpose of leasing the same to summer campers.

It is noted in your letter above referred to that it is the wish of the Indians to surrender the Reserve for a period of five years, as an experiment, and possibly it would be advisable when presenting the matter to the Band to inquire whether they wish a provision to that effect incorporated in the surrender documents. If so, you might add a clause to this effect before presenting the same for signature.

Copy of instructions to Agents in the taking of surrenders is also inclosed, and if the Band approves of the proposition, you should then submit to the Department your further recommendation with respect to subdivision and rentals.

Your obedient Servant,

Duncan Scott

Deputy Superintendent General.

DCL

C. C. Perry, Esq.,
Indian Agent,
Room 401, Holden Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Very Poor Copy

13169-42

INDIAN OFFICE

Holden Building,
At Vancouver, B.C.,

I-139

February 13th, 1925.

Dear Sir,-

May I ask you to be good enough to advise me at your convenience whether or not the proposal of the Squamish Indian Council for the subdivision of the waterfront portion of the Chekwelp Indian Reserve No.26 as reported upon by letter dated December 10th last with accompanying Council resolution, has the approval of the Department, for if it has it will be desirable that steps be taken soon in connection with the leasing to summer campers. The lots will have to be staked out and the sites advertised or otherwise offered for lease.

I have the honor to be,

Sir,

Your obedient servant,

Charles C. Perry,
Indian Agent, Vancouver Agency, B.C.

Trust closure
5 yrs renewable
for further period
of 5 yrs at the
discretion
of Dept

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

LAND BRANCH
FEB 16 1925

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

131.6 S42
ORIGINAL ON
63-167
DEPT. OF INDIAN AFFAIRS
APR 6 1925
RECORDS

MINUTES OF A REGULAR MEETING OF THE SQUAMISH INDIAN COUNCIL HELD AT MISSION RESERVE, NORTH VANCOUVER, MARCH 26,1925.

---

x x x

Moved by Chief Louie Meranda

Seconded by Chief Charlie

That the surrender papers with respect to Chekwelp Reserve No. 26, be held over for signature when a Mass meeting will be held on the return of Secretary Paul from Ottawa.

Carried

x x x

Charles C. Perry

Indian Agent.

LANDS BRANCH
APR 6 1925

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

Very poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

(Triplicate)

Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of

The Squamish Band of Indians

resident on our Reserve

in the Province of British Columbia and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto OUR SOVEREIGN LORD THE KING, his Heirs and Successors, ALL AND SINGULAR, ~~that certain parcel or tract of land and premises, situate, lying and being in the in the County of and Province of containing by admeasurement be the same more or less and being composed of~~

the Chekwelp Indian Reserve No. 26, situated on the western shore of Howe Sound, in New Westminster district, for a period of ten years from the date hereof.

Form No. 65

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TO HAVE AND TO HOLD the same unto His said Majesty THE KING, his Heirs and Successors ~~forever~~, in trust to lease the same to summer campers for the said period of ten years ~~the same~~ to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our Welfare and that of our people

AND upon the further condition that all moneys received from the leasing _____ thereof, shall, ~~after deducting the usual proportion for expenses of management~~, be paid to us, in the usual way.

AND WE, the said Chief and Principal men of the said

the Squamish Band of Indians _____ do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the leasing of the said land and the disposition of the moneys derived therefrom.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this day of in the year of our Lord one thousand nine hundred and twenty-five.

Signed, Sealed and Delivered,
IN THE PRESENCE OF

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

April 9, 1925.

Sir,-

I beg to acknowledge the receipt of your letter inclosing copy of resolution passed by the Squamish Indian Council on the 26th ultimo, with respect to the proposed surrender of the Chekwelp Indian Reserve No. 26.

Secretary Paul is at present in Ottawa, and we have discussed this matter with him at some length, with the result that at our suggestion and with his approval, new surrender documents have been prepared and which are inclosed herewith, providing that the surrender for leasing purposes shall be for a period of ten years. Mr. Paul advises that he has no doubt the Band will consent readily to a surrender on this understanding. You are, therefore, authorized to submit this surrender to the Indians at a meeting of the Band held for that purpose, at the earliest convenient date.

Enclosures.

A copy of instructions to Agents in the taking of surrenders is attached.

Your obedient Servant,

Duncan Scott

4 Deputy Superintendent General.

Charles C. Perry, Esq.,
Indian Agent,
Holden Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
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CANADA

Meeting of the Majority of the Members of the Squamish Band of Indians held at Squamish Mission #1 Reserve, North Vancouver, B.C., May 18,1925. C.C.Perry, Indian Agent, Vancouver Agency, presiding.

Business — CHEKWELP RESERVE

To take a surrender of the Squamish Band, of land at Reserve No.26, for the purposes of leasing by the Department of Indian Affairs.

NAME	PRESENT	ABSENT	FOR	AGAINST
Julian August	1		1	
Jim August	1		1	
Chief Andrew	1		1	
Austin Annias	1		1	
John Antone		1		
Billy August		1		
Charlie Antoine		In jail		
Moses Antoine	1		1	
William Baker Sr.	1		1	
Frank Baker		Sick		
William Baker Jr.		1		
Ambrose Baker	1		1	
Robert Baker	1		1	
Abraham Baker	1		1	
Henry Baker	1		1	
Gus Band	1		1	
John Baptiste		In jail		
Old Cronie		Sechelt		
Chief Charlie	1		1	
Dominic Charlie		Alert Bay		
Basil Charlie	1		1	
Patrick Cells	1		1	
Fred Corkill	1		1	
Dave Cole		Bella Coola		
Tom Cole		Vancouver		
Edward Cole	1		1	
Harry Discon		Squamish		
William Discon		Do		
Charlie Douglas		Do		
Jimmy Dick		Do		
Moses Gus	1		1	
Edward Daniels		Squamish		
Jimmy Frank		In jail		
Peter Gray		Squamish		
August George	1		1	
Harry George	1		1	
Peter Gonzales	1		1	
Johnny Gonzales	1		1	
Arthur Gonzales		Squamish		
Joe Harry		1		
Dick Isaac	1		1	
Joe Isaac	1		1	
Squamish Jacob		Squamish		
Fred Johnson	1		1	
Tommy Johnson Jr.		1		
Tommy Johnson Sr.		1		
George Johnson	1		1	
Stephen Joseph	1		1	
Chief Matthias	1		1	
Albert Julian		In jail		
Alex Julian	1		1	
August Jack		Squamish		
Henry Jack	1		1	
Capt. Jack		Capilano		
Denny Jack		1		
Peter John		1		
Isaac Joseph	1		1	
Edward Joseph		Squamish		
Moses Joseph	1		1	
Stanley Joseph	1		1	
Chief Jimmy Jimmy	1		1	
George Johnny	1		1	
Alphonse James	1		1	
	35	28	35	FORWARD:-

The original of this Document has been removed for reproduction in the Records of the Indian Land Registry.
Ken Marwaring
Signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Number Brought Forward.....For 35
Number brought forward.....Absent..28

NAME	PRESENT	ABSENT	FOR	AGAINST
Dan Jacob		Squamish		
Louie Jacob	1		1	
Isaac Jacob		Squamish		
Jacob Louie		1		
Tommy Moses	1		1	
Christie Louie		Squamish		
Andrew Louie	1		1	
Dave Lock	1		1	
Denny Mack		Nanaimo		
Gabriel Moody		Squamish		
Harry Moody	1		1	
Timothy Moody		Squamish		
Benito Miranda	1		1	
Chief Louie Miranda	1		1	
Andrew Nattrell		Squamish		
Billy Newman	1		1	
Henry Newman	1		1	
Edward Nahinnee	1		1	
William Nahinnee	1		1	
Ben Nahinnee	1		1	
Billy Pierre	1		1	
Isodore Pierre		1		
Denny Paul		1		
Andrew Paull	1		1	
Dan Paull	1		1	
James Reid	1		1	
Denny Rivers	1		1	
Charlie Stewart		Squamish		
Old Tommy	1		1	
Blind George Tom		Squamish		
Napoleon Moody		Do		
Old William		Do		
Chief George William		Do		
Aphonse William	1		1	
Billy Williams Jr.		Squamish		
Chief Edward William		Bella Coola		
Billy Williams Sr.		Squamish		
Joe Thomas	1		1	
Gus Douglas		Squamish		
Frederick George		1		
Dennis Lacket Joe		Victoria		
Achille Mack	1		1	
William Nahinne Jr.		1		
	56	50	56	

Total present and voting unanimously for surrender.....56

Total number of voting members in Squamish Band.....106

Alfred Jones, J.P.
A. Sub Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

MEETING OF A MAJORITY OF MEMBERS
OF THE SQUAMISH BAND OF INDIANS
HELD AT NORTH VANCOUVER, B. C.
MAY 18, 1925, C.C.Perry, Indian
Agent, presiding. Mr.Andrew
Paul, Secretary of Squamish
Council and Band acting as
interpreter.

Moved by Chief L. Miranda,
Seconded by Chief Jimmy Jimmy

THAT this Band having had under consideration the letter of the Deputy Superintendent General of Indian Affairs, at Ottawa, dated April 9th, File 13,187-42, relating to the proposed surrender of the Chekwelp Indian Reserve No.26, Howe Sound,B.C., for a period of ten years for the purpose of renting the said Reserve to summer campers, hereby resolves to surrender to the Department of Indian Affairs the said Chekwelp Indian Reserve No.26 , and do hereby agree to sign the surrender papers forwarded by the Department in this connection..

Carried Unanimously.

I hereby certify that the foregoing resolution of the Squamish Band of Indians was passed and carried in my presence.

.....
Indian Agent,
Vancouver Agency.

The original of this Document has been removed for re-entry in the Records of the Indian Land Registry.
Signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.

IN YOUR REPLY REFER TO
No. 1-139
ALSO
TO DATE OF THIS LETTER

Mr MacLean
Lands

June 17, 1925. 19

DEPT. OF INDIAN AFFAIRS
JUN 23 1925
RECORDS

R

Sir,—

I have the honour to acknowledge your letter of Apr.9th, No.13,167-42, with enclosures of surrender forms, with regard to the proposed surrender of the Chekwelp Reserve No.26, of the Squamish Band of Indians, for a period of ten years for the purpose of leasing the area in small parcels to summer campers.

LANDS BRANCH
JUN 28 1925

I now have pleasure to inform the Department that on May 18th, a meeting of the majority of the voting members of the Squamish Tribe was held at North Vancouver, at which a resolution was passed by the Band, agreeing to the surrender and authorizing the signing up of the surrender papers in accordance with the amended terms, as outlined in the new forms of surrender covered by the above mentioned lease.

This resolution, together with the surrender papers, and customary affidavit are herewith forwarded to the Department for its consideration.

In this connection I beg to say that I have ascertained that a fair value has been placed, at the present time, upon the proposed allotments at an annual rental of $25.00. A survey will be made by Constable Bartlett and myself and we will forward to the Department, as early as possible a sketch plan showing the subdivision in this Reserve. In the meantime it is thought that the subdivision lots would be fifty feet in width and in length running from the waterfront to the main thoroughfare, a distance of approximately 150 feet. These dimensions are subject to a final survey.

As the summer is practically here and we may be able this season to rent some of the allotments, I would ask that the Department give me authority to lease these lots for the present season only on the terms suggested.

I have

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

I have discussed this matter with Mr. Indian Commissioner Ditchburn, of Victoria, and he is of the opinion that the amount suggested would be fair and reasonable in view of the prices of the prices which are being paid for adjacent properties and those in the surrounding district of a similar nature.

Of course if we find that it is possible to secure better terms upon a competitive basis, this could be accordingly arranged with the Department.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-42

Ottawa, July 6, 1925.

His Excellency

The Governor General in Council.

The undersigned begs to submit herewith a surrender in duplicate given on the 18th day of May, 1925, by the Squamish band of Indians residing in the district of New Westminster, in the province of British Columbia, of the Chekwelp Indian reserve No. 26, described as follows:

> " All and singular the Chekwelp Indian Reserve No. 26, situated on the western shore of Howe Sound, in New Westminster district, for a period of ten years."

This surrender has been given in order that the said reserve may be leased for a period of ten years for the benefit of the said band of Indians.

The said surrender has been duly authorized, executed and attested in the manner required by the 49th Section of the Indian Act and the undersigned would recommend that the same be accepted by Your Excellency in Council, the original surrender to be returned to the Department of Indian Affairs and the duplicate thereof to be kept of record in the Privy Council Office.

(Sgd.) Acting Superintendent General of Indian Affairs.

K. Mart

Ib. 6-7-25

O.C. 20-8-25.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

ORIGINAL ON 63-167

13167-42

1. Lands
2. Mun Band

DEPT. OF INDIAN AFFAIRS
JUN 29 1925
RECORDS

Minutes of a meeting of Squamish Indian Council held
May 14th, 1925.

x x x

Re Chekwelp Indian Reserve No. 26, surrender papers and Departmental correspondence having been submitted to the Council by the Indian Agent, the following resolution was unanimously passed and carried in regard thereto:

LANDS BRANCH
JUL 8 1925

Moved by Chief Louie Miranda
Seconded by Chief Matthias Joe.

Resolution No. 6.

That the proposal submitted to the Council with respect to the surrender of the Chekwelp Reserve No.26, of the Squamish Band be submitted to a meeting of majority of voting members of the Band to be held on the 18th instant, in order that a vote may be taken thereon. The Council being agreeable to the proposed surrender of this Reserve for the purpose of leasing to summer campers for a period of ten years as proposed in the correspondence of the Department relating thereto.

x x x

I am sending herewith the Indian minutes of the meeting of the 14th ultimo referred to, for the information of the Department and would inform you that where any of these resolutions call for Departmental consideration or action - these have been dealt with under separate correspondence and these minutes are sent simply for the Department's information

(Sgd.) Charles C. Perry.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

III/3 P.C. 1279 13167-42

Certified copy of a Minute of a Meeting of the Committee of the Privy Council, approved by His Excellency the Governor General on the 20TH AUGUST 1925

The Deputy of

PRIVY COUNCIL CANADA

13167-42

1 Reserve
2 Surrender

The Committee of the Privy Council have had before them a Report, dated 6th July, 1925, from the Superintendent General of Indian Affairs, submitting herewith a surrender in duplicate given on the 18th day of May, 1925, by the Squamish band of Indians residing in the district of New Westminster, in the province of British Columbia, of the Chekwelp Indian reserve No.26, described as follows:

> "All and singular the Chekwelp Indian Reserve No.26, situated on the western shore of Howe Sound, in New Westminster district, for a period of ten years."

This surrender has been given in order that the said reserve may be leased for a period of ten years for the benefit of the said band of Indians.

The Minister recommends, as the surrender has been duly authorized, executed and attested in the manner required by the 49th Section of the Indian Act, that the same be accepted by Your Excellency in Council, the original surrender to be returned to the Department of Indian Affairs and the duplicate thereof to be kept of record in the Privy Council Office.

The Committee concur in the foregoing recommendation and submit the same for approval.

Original registered in Land Registry

Clerk of the Privy Council.

Honourable
Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-

Ottawa, August 27, 1925.

Sir,-

I beg to inclose for registration in your Department a surrender given on the 18th day of May, 1925, by the Squamish Band of Indians, of the Chekwelp Indian Reserve No. 26, for a period of ten years, the said surrender having been given in order that the said reserve might be leased for a period of ten years for the benefit of the said band of Indians.

Inclosure.

The said surrender was approved by an Order of His Excellency the Governor General in Council dated the 20th instant.

Kindly return the instrument to this Department with a certificate of registration endorsed thereon.

Your obedient Servant,

T. R. L. MacInnes.
For assistant Deputy & Secretary.

Thomas Mulvey, Esq., B.A., K.C.,
Under-Secretary of State,
Ottawa.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

13167-42

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

GS/HW

2361.

DEPT. OF INDIAN AFFAIRS
SEP 17 1925
RECORDS

Ottawa, September 16, 1925.

Sir,-

With reference to your letter of the 27th ultimo No.13,167-42, I have the honour to enclose, herewith, surrender given by the Squamish Band of Indians, of the Chekwelp Indian Reserve No.26, for a period of ten years, the same having been duly recorded in this Department as shown by the certificate thereon.

I have the honour to be,

Sir,

Your obedient servant,

Under-Secretary of State.

LANDS BRANCH
SEP 17 1925

The Secretary,

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, October 16, 1925.

Sir,-

I beg to advise that the surrender given some time ago by the Squamish Band, of the Chekwelp Indian Reserve No. 26, for a period of ten years, in order that the lands might be leased for summer resort purposes, has been approved by Order in Council, and duly registered in the Department of the Secretary of State. I presume that some action will be taken by you during the coming spring, with respect to disposition of these lands for the purpose indicated in the surrender. In the meantime the matter will be allowed to rest.

Your obedient Servant,

T. R. L. MacInnes.
Acting Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
Vancouver, B. C.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER

Oct.28,1925. 19

R
EXD.

LANDS BRANCH
NOV 1 1925

Sir,—

I have the honour to acknowledge receipt of Departmental letter of October 16th, No.13,167-42, informing me that the surrender of the Squamish Indians of the Chekwelp Reserve No.26 has been approved by Order-In-Council and registered in the Department of Secretary of State.

In thanking you for this information, I beg to say that every necessary step will be taken during the coming Spring as suggested with respect to the disposition of th e lands for the purposes indicated in the surrender.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

Minister's Office

MEMORANDUM

LANDS BRANCH
APR 1 1926

[illegible] RESERVE TO PROVIDE CAMPSITES

Van Province Apr 1/26

Property Near Gibsons Landing Available on Ten-Year Lease.

In order to place seventy-five lots at Gibsons Landing on the market for summer campsites, the department of Indian affairs has completed a survey of part of the Chekwelp Indian Reserve and lots can now be leased for a ten-year period, according to Mr. C. C. Perry, Indian agent.

These lots are a quarter of a mile from Gibsons Landing postoffice, and half of them face a wide, sandy beach. The road from Hopkins Landing to Sechelt runs through the property.

For some time this reserve has been looked upon as a good location for summer homes, and already a number of applications have been received. Rentals will be handled by the department and will be divided among the Squamish Indians, who are owners of the reserve.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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O. H. M. S.

THE SECRETARY,

DEPARTMENT OF INDIAN AFFAIRS,

OTTAWA, ONTARIO.

FROM INDIAN OFFICE
VICTORIA B. C

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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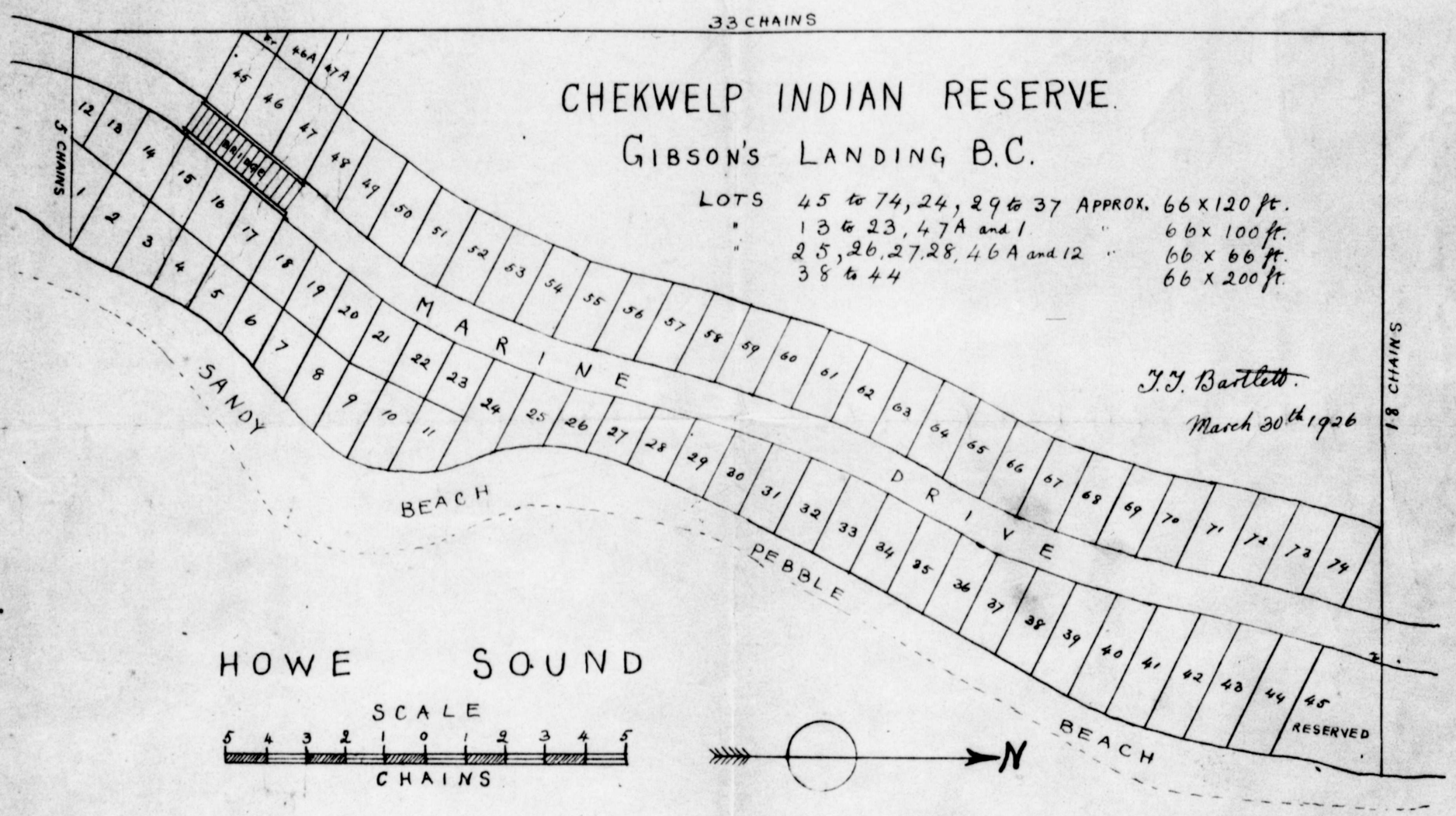

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FISCAL YEAR 1925-6

Voucher No. 1869 Vote No.

ape 52

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

Vancouver AGENCY. Squamish Band Account #54, Funds at Credit.

To Hastings Saw Mills Branch, The British Columbia Mills Timber & Trading Co.Ltd., Ft.Dunlevy, Vancouver,B.C.

DATE	DETAIL	AMOUNT
March 29,1926.	To stakes furnished by above Company for the purpose of staking lots at Chekwelp Indian Reserve of theSquamish Indians, as per attached account.	$6.26

962 sent 22/4/26

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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P. O. DRAWER 500 Form 48 TELEPHONE EXCHANGE: HIGHLAND 50

The British Columbia Mills Timber and Trading Company Limited

VANCOUVER, B.C. March 29th. 1926.

Department of Indian Affairs,

Next Immigration Office.

Foot Thurlow St.

Deliveries made during one month must be settled for on or before the 15th of month following delivery.

BOUGHT OF

HASTINGS SAW MILL BRANCH

TERMS, NET

10655	26	200 Pcs. 2 x 2 x 30" #1 Com Rgh. Fir Cut to Lengths Dom. Sales Tax 5% Drayage	167	30	5.01 .25 1.00 $ 6.26

RECEIVED

Paid

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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FISCAL YEAR 1926-7.

Voucher No. 1872 Vote No. V

GOVERNMENT OF THE DOMINION OF CANADA a/c 54

Department of Indian Affairs, British Columbia

Vancouver AGENCY. Squamish Band
Account #54.
Funds at Credit.

To T.T.Bartlett,
Dominion Constable,
Indian Office,
Vancouver, B.C.

DATE	DETAIL	AMOUNT
Apr.6,1926.	To blue print maps of Gibsons Landing Reserve of the Vancouver Indian Agency, Chekwelp Indian Reserve of the Squamish Indians, as per attached account paid by Constable Bartlett.	$2.40

8668 sent 21/4/26

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PHONE SEYMOUR 4333

428 ROGERS BUILDING
470 GRANVILLE STREET.
VANCOUVER. B. C. Apr 6 1926

M. Dept of Indian Affairs

QUALITY
DRAWING MATERIALS
SURVEYING INSTRUMENTS
MEASURING TAPES
ETC., ETC.

GORE BLUE PRINT CO.

EVERYTHING FOR THE ARCHITECT, ENGINEER, SURVEYOR AND DRAFTSMAN

SPEED
THE FASTEST BLUE PRINTING AND DRYING MACHINERY IN THE WORLD
ANY SIZE BLUE, BROWN OR WHITE PRINTS MADE WHILE YOU WAIT
TRACINGS MADE

ARTHUR GORE
PRESIDENT

H. J. PRITCHETT
MANAGER

Mar	31	24 Blue Prints.	2.	40

GORE BLUE PRINT CO.
PAID
Ap

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
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CANADA

13167-42

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,

April 6, 1926.

IN YOUR REPLY REFER TO
No. 1-100
ALSO-
TO DATE OF THIS LETTER

DEPT. OF INDIAN AFFAIRS
APR 15 1926
RECORDS

LANDS BRANCH
APR 22 1926

Sir,—

I have the honour to transmit herewith Vouchers No.1869, and 1872, attached to which are accounts:-

1. The British Columbia Mills Timber & Trading Co.Ltd., amounting to $6.26 for 200 stakes purchased for the staking of lots recently surveyed for camp site purposes in the Chekwelp Indian Reserve No.26, of the Squamish Indians, by authority of Departmental correspondence No.13,167-42.

2. An account with attached receipt in favour of Dominion Constable Bartlett, for the sum of $2.40 paid to the Gore Blue Print Co. for twenty-four blue prints made in connection with the survey.

I would recommend that these accounts be paid from the funds of the Squamish Band in Trust.

I am also enclosing herewith a copy of the blue print which has been made with respect to the survey. Applications are being received for reservation of lots by residents of Vancouver and Gibsons Landing and I think it will be possible to lease a number of lots this summer. I have made inquiries from various sources as to the price at which these allotments should be leased on a ten year basis and various figures have been suggested but none in excess of the rental of $25.00 per annum which I suggested, in my letter to the Department of June 17, 1925, as being in my opinion a fair and reasonable rental to expect.

Dr. Inglis, the Department's Medical Officer, resident at Gibsons Landing was asked by me to give any suggestions he may be disposed to give in this connection and his estimate of the value of the lots in this Reserve was from $5.00 to $10.00 per year, according to the desirability of location. I would, therefore, recommend that the Department authorize the leasing of these lots at an annual rental of $25.00. Should be find, at time goes on, that it is difficult to obtain such a rental for some of the lots -some not being as well located as others - a further report could be sent to the Department and its approval obtained to any changes that may be deemed advisable to make. I would add that the Council of the Squamish Band is not in a better position than myself to estimate the rentals that should be charged for these lots and they will be guided in this matter by my recommendations.

ACCOUNTS
APR 15 1926

Noted on Plan of reserve
WR 10th May 1926

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

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by my recommendations, the latter of course being based upon expenses which from time to time will be made known to the Council and the Department.

While the merchantable timber of the Chekwelp Reserve was removed some years ago, the lots now surveyed are covered with brush and small timber and half-rotten windfall which will probably be used by the campers for firewood. I have taken this into consideration in stipulating the annual rental fee at $25.00. Of course the clearing of the camp sites on the other hand, will enhance the value of the several properties.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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13,167-42.

Ottawa, April 24, 1926.

Sir,-

I beg to acknowledge the receipt of your letter of the 6th instant, reporting further in connection with the subdivision of a portion of the Chekwelp Indian Reserve and the conditions on which you recommend the lots might be leased for summer resort purposes. Your recommendation in the matter is approved, and when applications for leasing are received, they should be forwarded to the Department together with your recommendation.

Your obedient Servant,

J. D. McLean.
Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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987/32-7-26

MEETING OF A MAJORITY OF MEMBERS
OF THE SQUAMISH BAND OF INDIANS
HELD AT NORTH VANCOUVER, B. C.
MAY 18, 1925, C.C.Perry, Indian
Agent, presiding. Mr.Andrew
Paul, Secretary of Squamish
Council and Band acting as
interpreter.

Moved by Chief L. Miranda,
Seconded by Chief Jimmy Jimmy

THAT this Band having had under consideration the letter of the Deputy Superintendent General of Indian Affairs, at Ottawa, dated April 9th, File 13,167-42, relating to the proposed surrender of the Chekwelp Indian Reserve No.26, Howe Sound,B.C., for a period of ten years for the purpose of renting the said Reserve to summer campers, hereby resolves to surrender to the Department of Indian Affairs the said Chekwelp Indian Reserve No.26 , and do hereby agree to sign the surrender papers forwarded by the Department in this connection..

Carried Unanimously.

I hereby certify that the foregoing resolution of the Squamish Band of Indians was passed and carried in my presence.

C.C.Perry
.....
Indian Agent,
Vancouver Agency.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

Return to file

987/32-7-26

MEETING OF THE SQUAMISH INDIAN COUNCIL
HELD AT SQUAMISH COUNCIL HOUSE
JULY 27th 1938.

PRESENT:	Indian Agent -	F.J.C.Ball, Chairman of Meeting
	Secretary	Timothy Moody
	Councillors	Chief Moses Joseph
		Chief Matthias Joe
		Chief Jimmy Jimmy
		Chief George Williams
		Elvie Andrew
		Louie Miranda
		Gus Band
		Denny Paull
		Frank Baker
		William Baker, Sr.
		Alfred Jacob
		Stanley Joseph
		Henry Jack
ABSENT:	Councillor	Edward Charlie

RESOLUTION

MOVED by Councillor Frank Baker
SECONDED by Councillor Alfred Jacob

THAT the expenses of surveying lots on Chekwelp Reserve No.26, not exceeding $65.00, be paid from Band Funds.

CARRIED UNANIMOUSLY

I HEREBY CERTIFY that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

.....Fred J.C. Ball.....
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

987/32-7-26

AT A REGULAR MEETING OF THE SQUAMISH INDIAN COUNCIL HELD AT MISSION RESERVE NO.1, NORTH VANCOUVER, B.C. ON MAY 3RD 1926. PRESENT: INDIAN AGENT C.C.PERRY PRESIDING; ANDREW PAUL, SECRETARY AND INTERPRETER; AND CHIEFS AND COUNCILLORS: L.MERANDA, Charlie, Gus Band, Ed.Williams, Andrew, H.Jack, Ed.Joseph, Matthias Joe, George Williams, and Jimmy Jimmy.

Moved by Chief Matthias,
Seconded by Gus Band;

That the Squamish Council having examined the plan of the sub-division of Chekwelp Indian Reserve No.26 of the Squamish Band of Indians which was made in connection with the surrender of the said reserve for purposes of a summer camp, hereby approved of the said plan of subdivision and also of the recommendation of Indian Agent C.C.Perry, that the sum of $25.00 per year per lot be charged prospective lessees; the said rental to include the cutting of firewood for camp purposes and to be payable in advance yearly; it being understood that the lease is to be drawn up in each case for a term of 10 years, provided that the said leases shall not be transferable except with the permission of the Superintendent General of Indian Affairs.

The Officers of the Department of Indian Affairs and of the Squamish Council shall have the right to enter upon and inspect the premises with a view to maintaining good conditions of sanitation and if necessary to arrange for the laying of water pipes or other improvements which may be made in these premises at a later date.

It is further resolved that a Committee be appointed composed of the Indian Agent, Mr. A.Paull, Secretary of the Council and Chief L.Meranda, for the purpose of making some arrangement with the prospective tenants for the disposition of fruit trees and remains of old houses and apportionment of the proceeds thereof to the Indians entitled thereto.

It is also resolved that a board sign be erected on the property indicating that the lots are for sale or as an alternative that the lots be advertised in the local newspaper.

It is also resolved that the accounts of Chief L.Meranda for work done by him in Company with Dominion Constable Bartlett, amounting to $12.00 and the account of Dennis Lackett Joe, also for the sum of $12.00, in the making of stakes and the locating and planting of the same in the subdivision which accounts are being submitted to the Indian Agent, certified by Mr.Bartlett be sent to the Department for payment from the funds of the Squamish Band in Trust.

CARRIED UNANIMOUSLY.

I, Charles C.Perry, hereby certify that I was present and presided at the meeting at which the foregoing resolution was unanimously passed and carried by the Squamish Indian Council

C.C.Perry

.....
Charles C.Perry, Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

FISCAL YEAR 1925-6.

Voucher No. 1951 Vote No. S 4

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

Vancouver AGENCY. Squamish Band
Account #54,
Funds at Credit

To Dennis Lackett Joe,
Squamish Mission #1 Reserve,
North Vancouver, B.C.

DATE	DETAIL	AMOUNT
March 27, 1926.	To work performed at Chekwelp Reserve No.26, in surveying same and dividing the reserve into lots to be leased for summer camps, etc. March 27, 28 and 29, 8 hours each day at $4.00 per day.	
		$12.00

26 5/6 sent. 5/6/26

EXAMINED and found correct.

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

FISCAL YEAR 1925-6.

Voucher No. 1950 Vote No. 54

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

Vancouver AGENCY.

Squamish Band
Account #54,
Funds at Credit

To Chief Louis Miranda,
Squamish Mission Reserve No.1,
North Vancouver, B.C.

DATE	DETAIL	AMOUNT
March 27, 1926	To work performed at Chekwelp Reserve No.26, in surveying same and dividing the reserve into lots to be leased for summer camps, etc.	
1	March 27, 28th and 29th, 8 hours each day at $4. per day	12.00
		$12.00

20
sent 5/6/26

EXAMINED and found correct.

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

TIME SHEET.

of Louie Miranda and Dennis Lacket Joe re the subdividing into lots of Chekwelp Indian Reserve No 26, Squamish Band.

Chief Louie Miranda	March 27th,	8 hrs	@ 50¢ per hr	4.00
	" 28th	8 "	" " " "	4.00
	" 29th	8 "	" " " "	4.00
	Total	24 "	" " " "	12.00
Dennis Lacket Joe	March 27th	8 hrs	@ 50¢ per hr	4.00
	" 28th	8 "	" " " "	4.00
	" 29th	8 "	" " " "	4.00
	Total	24 "	" " " "	12.00

J. J. H. Bartlett
Dominion Constable

VANCOUVER INDIAN AGENCY

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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TIME SHEET.

of Louie Miranda and Dennis Lacket Joe re the subdividing into lots of Chekwelp Indian Reserve No 26, Squamish Band.

1930	Chief Louie Miranda	March 27th,	8	hrs	@ 50¢	per	hr	4.00
		" 28th	8	"	" "	"	"	4.00
		" 29th	8	"	" "	"	"	4.00
		Total	24	"	" "	"	"	12.00
1927	Dennis Lacket Joe	March 27th	8	hrs	@ 50¢	per	hr	4.00
		" 28th	8	"	" "	"	"	4.00
		" 29th	8	"	" "	"	"	4.00
		Total	24	"	" "	"	"	12.00

J. J. H. Bartlett
Dominion Constable

VANCOUVER INDIAN OFFICE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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13167-42

DEPT. OF INDIAN AFFAIRS
JUN 1 1926
RECORDS

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,

IN YOUR REPLY REFER TO
No. 1-171
ALSO
TO DATE OF THIS LETTER

May 26, 1926. 19

R

Sir,—

I beg to transmit herewith Vouchers No.1950 and 1951, each for the sum of $12.00, attached to which are duplicate copies of a time sheet showing labour performed by Chief Louie Meranda and Dennis Lackett Joe, Squamish Indians, in connection with the subdividing and staking of the Chekwelp Indian Reserve No.26, of the Squamish Band of Indians as authorized by Departmental correspondence numbered 13167/42. I would recommend payment of this account and would inform the Department that no other expenses have been incurred in connection with this subdivision other than the purchase of necessary stakes, etc., as referred to in my letter of April 8th last.

Your Obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
JUN 1 1926
RECORDS

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,

May 26, 1926.

IN YOUR REPLY REFER TO
No. 1-171.
ALSO
TO DATE OF THIS LETTER

R
1926
MAIL

Sir,—

I have the honour to advise the Department that with a view to offering the lots in the subdivision at Chekwelp Reserve No.26 to be leased for summer camping purposes, it is advisable that an inexpensive form of advertisement be posted in a local newspaper in order that the public might know that these lots are available. For this reason I would be glad to have the Department's authority to insert a suitable advertisement in this connection.

The Squamish Council is of the opinion that a board could be painted showing the subdivision and the board could be established at a convenient place on the Reserve. This form of advertisement, however, would be more expensive and would only be seen by the residents and visitors at the Reserve. Possibly both methods would produce satisfactory results, but I did not want to incur this expense without authority from the Department. For the present, however, I would suggest a small advertisement in the newspaper under the Classified Column, as there is a classified heading under "Summer Camp Sites" in most of the newspapers.

I would point out that I have had several inquiries about these lots and while at present $25.00 per year has been set as a primary effort to lease the lots I believe that only a few of the best lots will be taken at that price. I will advise the Department at a later date, however, should it be found desirable to reduce the price.

Kindly be good enough to send a reply as early as possible.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
JUN 1 1926
RECORDS

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,

IN YOUR REPLY REFER TO
No. 1-171
ALSO
TO DATE OF THIS LETTER

May 26, 1926.

R

INDIAN AGENTS
1926
OFFICE

Sir,—

I have the honour to advise the Department that with a view to offering the lots in the subdivision at Chekwelp Reserve No.26 to be leased for summer camping purposes, it is advisable that an inexpensive form of advertisement be posted in a local newspaper in order that the public might know that these lots are available. For this reason I would be glad to have the Department's authority to insert a suitable advertisement in this connection.

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Kindly be good enough to send a reply as early as possible.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AT A REGULAR MEETING OF THE SQUAMISH INDIAN COUNCIL HELD AT MISSION RESERVE NO.1, NORTH VANCOUVER, B.C. ON MAY 3RD 1926. PRESENT: INDIAN AGENT C.C.PERRY PRESIDING; ANDREW PAUL, SECRETARY AND INTERPRETER; AND CHIEFS AND COUNCILLORS: L.MERANDA, Charlie, Gus Band, Ed.Williams, Andrew, H.Jack, Ed.Joseph, Matthias Joe, George Williams, and Jimmy Jimmy.

The original of this Document has been removed for reason in the Records of the Indian Land Registry.
Signature
Date 11 19 72

Moved by Chief Matthias,
Seconded by Gus Band;

That the Squamish Council having examined the plan of the sub-division of Chekwelp Indian Reserve No.26 of the Squamish Band of Indians which was made in connection with the surrender of the said reserve for purposes of a summer camp, hereby approved of the said plan of subdivision and also of the recommendation of Indian Agent C.C.Perry, that the sum of $25.00 per year per lot be charged prospective lessees; the said rental to include the cutting of firewood for camp purposes and to be payable in advance yearly; it being understood that the lease is to be drawn up in each case for a term of 10 years, provided that the said leases shall not be transferable except with the permission of the Superintendent General of Indian Affairs.

The Officers of the Department of Indian Affairs and of the Squamish Council shall have the right to enter upon and inspect the premises with a view to maintaining good conditions of sanitation and if necessary to arrange for the laying of water pipes or other improvements which may be made in these premises at a later date.

It is further resolved that a Committee be appointed composed of the Indian Agent, Mr. A.Paull, Secretary of the Council and Chief L.Meranda, for the purpose of making some arrangement with the prospective tenants for the disposition of fruit trees and remains of old houses and apportionment of the proceeds thereof to the Indians entitled thereto.

It is also resolved that a board sign be erected on the property indicating that the lots are for sale or as an alternative that the lots be advertised in the local newspaper.

It is also resolved that the accounts of Chief L.Meranda for work done by him in Company with Dominion Constable Bartlett, amounting to $12.00 and the account of Dennis Lackett Joe, also for the sum of $12.00, in the making of stakes and the locating and planting of the same in the subdivision which accounts are being submitted to the Indian Agent, certified by Mr.Bartlett be sent to the Department for payment from the funds of the Squamish Band in Trust.

CARRIED UNANIMOUSLY.

I, Charles C.Perry, hereby certify that I was present and presided at the meeting at which the foregoing resolution was unanimously passed and carried by the Squamish Indian Council

Chas C Perry
.....
Charles C.Perry, Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
JUN 2 1926
RECORDS

INDIAN AGENT'S OFFICE

IN YOUR REPLY REFER TO
No. 1-171
ALSO
TO DATE OF THIS LETTER

Vancouver Agency, Vancouver, B.C.,

May 28, 1926.

LANDS BRANCH
JUN 5 1926

R

Sir,—

I have the honour to transmit herewith a resolution of the Squamish Indian Council, which should have accompanied Vouchers No.1950 and 1951, which related to the subdivision of the Chekwelp Reserve No.26, of the Squamish Band of Indians.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, June 7, 1926.

Sir,-

I beg to acknowledge the receipt of your letter of the 28th ultimo, forwarding copy of resolution passed by the Squamish Indian Council on the 3rd ultimo, with reference particularly to the rental of the subdivision of Chekwelp Indian Reserve No. 26.

The Department approves of the terms and conditions set forth in this resolution, and applicable to the leasing of lots within this subdivision. You should see, however, that when any leases issue, copies are forwarded to the Department at once for purposes of record, together with remittance covering the rental as set forth in the resolution.

If considered advisable, you may insert a small advertisement in either the Vancouver Daily Star or the Daily Sun, choice in the order given, in the classified advertisement column, for a limited period. You will be able to decide within a short time whether the advertisement produces results, and if not, discontinue it at once.

The accounts submitted on behalf of Louie Miranda, and Dennis Lackett Joe have been approved, and the necessary remittance has gone forward under separate cover.

Your obedient Servant,

J. D. McLean
Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 243

Duplicate for Department.

$*25.00 Acc.

THE ROYAL Bank of CANADA

VANCOUVER B.C. MAY 31ST 1926

Received *from.* ********* CHARLES C. PERRY *********

on account of ********* INDIAN AGENT IN TRUST **********

the sum of ******* TWENTY FIVE 00/100 **********

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

CH7681

Ent'd. 6 5'4 Jun 1/49

Pro. Manager.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

5842 Joyce Road,
Vancouver, B.C., April 19, 1926.

C.C.Perry, Esq.,
Indian Agent,
Vancouver, B.C.

Sir:

I wish to make application to lease Lot No. in the Camp site at Cheakwel, Reserve No.26 at Howe Sound, belonging to the Squamish Indians, for which I will be willing to pay rental at the rate of $25.00 per annum payable each year in advance said lease to be for a period of ten years.

Yours respectfully,

Mrs Janet Smith

VANCOUVER INDIAN AGENCY

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

INDIAN AGENT'S OFFICE

...Vancouver Agency, Vancouver, B.C.

IN YOUR REPLY REFER TO
No. 1-171
ALSO
TO DATE OF THIS LETTER

Lands

May 26, 1926. 19

R

Sir,—

I have the honour to transmit herewith an application of Mrs.Janet Smith for the rental of lot No.11 at the subdivision of the Chekwelp Indian Reserve of the Squamish Band of Indians, on a ten year basis, at an annual rental of $25.00 payable in advance. This application is accompanied by Bank Draft No.243, for the first year's rental, commencing April 19th, ultimo. This is submitted in accordance with Departmental letter dated April 24, No.13167/42. I would recommend that the Department accept this application with the understanding that it is for the period of ten years in which connection I would suggest that a clause be inserted providing for the cancellation of the lease by the Department in the event of the rent not being paid in advance in any year; also a further clause to the effect that the Department should have the right of entering upon this lot any time in the future for the purpose of laying water pipes should it be found desirable at a later date to install a water system upon suitable arrangement being made therefor.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-43

Granthams Landing,
Howe Sound,
B.C.

June 7-26.

Latta

Duncan C. Scott, Esq.
Dept. of Indian Affairs,
Ottawa.

DEPT. OF INDIAN
JUN 14 1926
RECORDS

Sir,

I understand that your Department has recently had certain portions of Indian Reservations subdivided into Lots suitable for building upon, and which the Department proposes to let out on Lease for a term of years to suitable applicants.

Therefore if my understanding is correct, will you kindly forward me particulars and plans of those Lots situated in the Granthams and Gibsons Landing district, Howe Sound, British Columbia.

I should like to know, also, what concessions and restrictions govern the leasing of one of these Lots.

Thanking you for an answer at your earliest convenience

I am, Sir.

Yours truly,
R. Talbot.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 167/42-

H.Q. for Peace

OTTAWA, 17th June, 1926-

Sir-

Referring to your letter of the 7th Instant, relative to leasing certain land in Chekwelp Indian Reserve, I beg to say that you should make application to Mr. Charles C. Perry, Indian Agent, Winch Building, Vancouver, B.C., who is in charge of leasing the lands in question.

H.Q.

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell.)

R. Talbot, Esq.,
GRANTHAM'S LANDING,
(Gibson's Landing P.O.)
B. C.-

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Gibson's Landing

Vancouver, B.C., July 3rd, 1926.

C.C.Perry, Esq.,
Indian Agent,
Vancouver, B.C.

Dear Sir:

I wish to make application to lease Lot No.3 in the Camp site at Chakwelp Reserve No.26, of the Squamish Indians, for which privilege I will be willing to pay rental at the rate of $25.00 per annum.

Yours respectfully,

G-yo 15 May 1926

T. H. Wright

Folio 182 Vol II

.....

VANCOUVER INDIAN OFFICE

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 260

Duplicate for Department.

$ 25.00/100

THE ROYAL Bank of CANADA

VANCOUVER, B.C. 192

Received from ********** CHARLES C. PERRY **********

on account of ********** INDIAN AGENT IN TRUST ******

the sum of ********** TWENTY FIVE 00/100 **********

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. 5.4

Pro. Manager.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-43

INDIAN AGENT'S OFFICE

206 Winch Building,
Vancouver, B.C.,

DEPT. OF INDIAN AFFAIRS
JUL 21 1926
RECORDS

IN YOUR REPLY REFER TO
No. I/140
ALSO
TO DATE OF THIS LETTER

July 13th, 1926

LANDS BRANCH
AUG 24 1926

Sir,— Lease 136

I have the honor to transmit herewith the application of T.H.Wright, of Gibson's Landing, B.C., for the privilege of renting Lot No.3, in the subdivision of the Chekwelp Reserve of the Squamish Band at Howe Sound, B.C.; together with Bank Draft No. 260 for the sum of $25.00 paid for rental for the period of one year to July 3rd, 1927.

I would recommend that the application be granted, with the understanding that the proposed lessee will be allowed tooccupy the lot for a period of ten years, provided the rental is paid as due from year to year.

Your obedient servant,

Charles C.Perry,
Indian Agent,
Vancouver Agency, B.C.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FISCAL YEAR 1926-7.

Voucher No. 1995 Vote No. 54

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

Vancouver AGENCY Squamish Band
Account #54
Funds at Credit.

To Vancouver Daily Province
Victory Square,
Vancouver, B.C.

DATE	DETAIL	AMOUNT
July 8, 1926.	To Advertisements re Water Notice in Vancouver Daily Province re Chekwelp Reserve No.26, of the Squamish Indians, as per attached account	
	Issued by Kings Printer	
	4710 rec'd 22/9/26	
	EXAMINED & found correct.	
		$17.37

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just ; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TELEPHONE EXCHANGE SEYMOUR 566

Form 7—56M—4-26.

THE VANCOUVER DAILY PROVINCE

Chas. G. Perry,
c/o Indian Affairs,
206 Winch Bldg.,
CITY.

Vancouver, B.C.,
July 8th, 1926.

No. 1

PLEASE NOTE—The large number of Accounts we have to deal with renders prompt settlement absolutely essential. All Accounts are due and payable when presented or rendered by mail.

PLEASE RETURN THIS BILL WHEN REMITTING.

AD NUMBER	DATE		TO ADVERTISING	TIMES	LINES	RATE	AMOUNT	TOTAL
	June	9	Display (Legal) 18-25	1	31	14	4.35	
	July	3	July 2	3	31	14	13.02	17.37

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TELEPHONE EXCHANGE SEYMOUR 566

Form 7—50M—4-26.

THE VANCOUVER DAILY PROVINCE

Chas. C. Perry,
C/O Indian Affairs,
206 Winch Bldg.,
CITY.

Vancouver, B.C.
July 8th, 1926.

No. 1

PLEASE NOTE—The large number of Accounts we have to deal with renders prompt settlement absolutely essential. All Accounts are due and payable when presented or received by mail.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FISCAL YEAR 1926-7.

Voucher No. 2016 Vote No. 54

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

Vancouver AGENCY. Squamish Band Funds at Credit Account #54.

To The Vancouver Star Ltd.
303 Pender St.W.,
Vancouver,B.C.

DATE	DETAIL	AMOUNT
July 19,1926.	To 20 insertions of classified "Ad." re Chekwelp Reserve No.26, Gibsons Landing, B.C. as per attached account.	
		$5.25

Entered at 5.25
4709
and 22/9/26

EXAMINED and found correct.

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just ; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CLASSIFIED ADVERTISING

Vancouver, B. C. July 19 1926

M Charles C Perry,
Indian Agent
206 Winch Bldg

IN ACCOUNT WITH

The Vancouver Star Ltd.

303 PENDER STREET WEST

Date First Insertion	Number Lines	Number Insertions	Classification	AMOUNT	
June 25/26	5	20		5	25

PLEASE ENCLOSE THIS BILL WITH YOUR REMITTANCE

Form No. 20, Star.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

INDIAN OFFICE

At Vancouver Agency, Vancouver, B.C.,

Sept. 3, 1926. 19

1/40

Acct

Sir:

I have the honour to transmit herewith Voucher No.2010 for the sum of $5.25 in favour of the Vancouver Star Ltd., 303 Pender St.W., Vancouver, B.C., for inserting an advertisement offering certain sub-divisions for rental in the Chekwelp Reserve No.26, Howe Sound of the Squamish Band of Indians, which was authorized by Departmental letter dated June 7th, No.13-167/42.

I would recommend payment of this account and in doing so would point out that there were no results from this advertisement and I, therefore, terminated it.

I would point out that the Vancouver Daily Province is undoubtedly the best paper for advertising of such a nature as this, as the circulation is very wide. I am also enclosing herewith Voucher No.1195, for the sum of $17.37 in favour of the Vancouver Daily Province for advertising a water notice in accordance with instructions received from Commissioner Ditchburn. This is in connection with the application being made for diversion of water for domestic purposes in connection with this Reserve. I would recommend payment of both accounts.

I would point out that the advertising in the "Province" was done prior to the receipt of a letter from the Department with instructions to advertise in the Star.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

also sent to Kamloops Sept 13/26

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,

IN YOUR REPLY REFER TO
No. 1-140
ALSO
TO DATE OF THIS LETTER

Aug.25, 1926. 19

R

Sir,—

I have the honour to transmit herewith Bank Draft No.263 for the sum of $25.00 being payment of rental for summer camping purposes of a portion of the Chekwelp Reserve No.26 A, a small reserve which almost adjoins the Chekwelp Reserve No.26, of the Squamish Band of Indians.

I would point out that this rental has no connection whatever with the recent subdivision of the Chekwelp Reserve No.26. It was reported to me by one of the lessees at the Chekwelp Reserve No.26, that a party was trespassing on this small reserve by occupying the land without having made any arrangements to lease it and our lessee at the Chekwelp Reserve No.26, Mrs.Janet Smith, pointed out that as she was expected to pay rental for her lot she saw no good reason why these trespassers should not also pay. I sent Dominion Constable Bartlett to this Reserve to serve a notice on the trespassers, when it was found that the wife and family of Mr.G.G.Fothergill, who is a representative of Messrs.McLennan & McFeely Hardware Company of Vancouver were occupying this small reserve, as a summer camp, while Mr.Fothergill was remaining in Vancouver. The lady sent word to her husband that she had been served with a notice whereupon Mr.Fothergill came to the office and offered to pay the sum of $25.00 as payment for the privilege of occupancy for the summer of 1926 which, under the circumstances, was accepted subject to the Department's approval and an application has been made by Mr.Fothergill for the privilege of leasing this Reserve yearly for summer camping purposes. The application will be submitted to the Squamish Indian Council at their next meeting for consideration and in the meantime I would recommend the acceptance of the amount paid as above for the present year, which in my opinion is a fair rental.

Folio 160 Vol II
B.C. Lease Book

I thought that since these parties were apparently settled down for the summer and there has been no objection from any of the Squamish Indians, it would be advisable to give Mr.Fothergill a permit during and subject to the pleasure of the Department, upon receipt of this payment.

Your obedient servant,

Charles C. Perry

C. C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

No. 263

Duplicate for Department.

DEPT. SEP 1 1926 RECORDS

$ *25.00 Land Act

THE ROYAL Bank of CANADA

VANCOUVER, B.C. AUG 26 1926 192

Received from CHARLES C. PERRY **********

on account of INDIAN AGENT IN TRUST **********

the sum of ********** TWENTY FIVE 00/100 **********

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. CH7976 54 for 104 pro

pro Manager.

Entered 19 Sept. 1927 JEO

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

3 Aug 1926

1345. 12 Avenue Lot 1.
Vancouver B.C.

Indian Office,

206 Winch Building,

Vancouver, B.C.

Gentlemen;

I am enclosing cheque for $25.00 rent for lot 7 of the Chekwelp Indian Reserve #26 Howe Sound B.C. I have dated this 1st Sept as I can not use the lot this year. In future you will receive it promptly on the 1st July.

Sincerely,

H.M.Hilker.

H.M. Hilker

VANCOUVER INDIAN OFFICE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

DEPT. OF INDIAN AFFAIRS
SEP 16 1926
RECORDS

At Vancouver Agency, Vancouver, B.C.,

LAND BRANCH
SEP 17 1926

Sept.9,1926. 19

Sir:

I have the honour to transmit herewith an application dated August 3rd, 1926, received from H.M.Hilker of 1353-12th Ave.E.,Vancouver, B.C.,for the privilege of leasing lot No.7, in the subdivision of the Chekwelp Reserve No.26, the property of the Squamish Band of Indians, and transmitting therewith a postdated cheque payable Sept.1st, in payment of rental for the period commencing July 1st, 1926 and extending to July 1st, 1927. I deposited the cheque upon its becoming due and payable and now beg to transmit herewith Bank Draft No.269 for the sum of $25.00. I would recommend the acceptance of this application,by the Department, which it is understood is to cover a period of ten years, in accordance with the understanding arrived at by resolution of the Squamish Indian Council and approved by the Department.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

No. 269

Duplicate for Department.

$ *25.00 [redacted]

Lands Agent

THE ROYAL Bank of CANADA

VANCOUVER B.C. SEP 17 1926

192

Received *from* CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of TWENTY FIVE 00/100 **

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. S 54 [illegible] 185 [illegible]

LANDS BRANCH SEP 17 1926

C4791

[illegible]

Pro. Manager.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1958 - 35th Ave. West.
Vancouver B.C.
Sept. 2/26

I. A. Seyt
Indian Agent. Vancouver B.C.

Sir

I beg to make application for the Privilege of Leasing for ten (10) years, Lot No. 9 in the Subdivision of the Cheekwelp Indian Reserve No. 26. Howe Sound. for which I am willing to pay yearly in advance the sum of twenty-five Dollars.

Yours truly,
F. Carter

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

At Vancouver Agency, Vancouver, B.C.

Sept. 9, 1926. 19

Sir:

I beg to transmit herewith an application received from Mr. F. J. Carter of Vancouver, dated Sept. 2nd, for the privilege of leasing for a term of ten years lot No. 9, in the subdivision of the Chekwelp Indian Reserve No. 26, Howe Sound, B.C., the property of the Squamish Indians.

It will be noted that Mr. Carter has signified his willingness to pay, yearly in advance, the sum of $25.00 for this privilege. Mr. Carter has paid his first year's rental and I would recommend the Department's acceptance of the application.

Bank Draft No. 270, for the sum of $25.00 is herewith transmitted.

Your obedient servant,

C. C. Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

No. 270

Duplicate for Department.

$ *25.00 /c

THE ROYAL Bank of CANADA

VANCOUVER B.C. SEP 14 1926 192

Received *from* CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of TWENTY FIVE 00/100 ******

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. 54

LANDS & WORKS BR. SEP 17 1926

Pro. Manager.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Telephone (Private Exchange) Seymour 1101

"Information, not sensation."

The Morning Star

Telegraph or Cable: "STAR"

AN INDEPENDENT JOURNAL, PUBLISHED EVERY LEGAL WEEKDAY BY THE VANCOUVER STAR, LIMITED

VICTOR W. ODLUM, PUBLISHER

STAR BUILDING
303 Pender Street West

DEPT. OF INDIAN AFFAIRS
OCT 4 1926
RECORDS

File 13167-42

Acct

R

Vancouver, B. C.,

Sept. 28th, 1926.

Asst. Deputy & Secretary,
Dept. of Indian Affairs,
Ottawa, Canada.

Dear Sir:-

We acknowledge, with thanks, your cheque No. 4709 for $5.25, dated September 21st. We are unable to trace this account on our ledger, and would ask you to kindly look up our original bill and let us know in whose name it was charged. Your order number was 2016.

Regretting the trouble.

Yours very truly,

E F Odlum

Manager.

EFO:M.

Miss Maxwell
Inform Star that the advertising was ordered by Mr Charles Perry Agent #206 Lumen Bldg Vancouver B.C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, October 8, 1926.

Dear Sir,-

In reply to inquiry in your letter of the 28th September, I beg to say that official cheque No.4709 for $5.25 sent to you recently covered payment of an account dated the 19th July rendered to Mr.Chas.C.Perry, Indian Agent, Vancouver, for printing of an advertisement, which was first inserted in the Vancouver Star on the 25th June, 1926, in regard to property for sale at Gibson's Landing.

Yours truly,

F.H.Paget
Chief Accountant.

The Manager,
The Morning Star,
Vancouver, B.C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 279

Duplicate for Department.

$*25.00

The Royal Bank of Canada
Bank of
VANCOUVER, B.C. OCT 16 1926 192

Received *from* CHARLES C. PERRY
on account of INDIAN AGENT IN TRUST
the sum of TWENTY FIVE 00/100 ***
which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. 54

C48106

G. A. Demuriaux
Pro. Manager.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

133. 4 U 11 Mch
North Vancouver
No. 1374.

Vancouver, B.C., Oct. 14, 1926.

Mr. C. C. Perry,
Vancouver, B.C.,

Sir:

I beg to make application for Lot 10 in the sub-division of the Chekwelp Reserve, Howe Sound, B.C., for a period of ten years for which privilege I will pay at the rate of Twenty-five dollars per year. Payment to be made annually in advance.

Yours truly,

B. Horseman

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.,

IN YOUR REPLY REFER TO
No. 1-1-40
ALSO
TO DATE OF THIS LETTER

Lands

Oct. 16, 1926. 19

DEPT. OF INDIAN AFFAIRS
OCT 25 1926
RECORDS

Sir,—

I have the honour to transmit herewith an application of Mrs. Beatrice Hoseason of 133, 4th St.W., North Vancouver, B.C., for the privilege of leasing Lot 10 in the summer camp subdivision of the Chekwelp Reserve No.26, Howe Sound, B.C., the property of the Squamish Band of Indians, for the purposes of a summer camp for a period of ten years, from Oct.14, 1926, on an annual rental payment in advance of the sum of $25.00 in accordance with the arrangements made with respect to the Reserve between the Department and the Squamish Indians.

I would recommend that the Department's favourable consideration be given to this application, and that the privilege asked for be duly granted.

Bank Draft No.27[illegible], for the sum of $25.00 is enclosed herewith covering payment of rentals to October 14th, 1927.

Your obedient servant

C.C.Perry,
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Please return to H.Q.

13 167/42-

OTTAWA, 6th December 1926-

Sir-

re. Leasing lands in Chekwelp Indian Reserve.

In connection with applications submitted for these lots, I beg to call your attention to some points which came up when the actual preparation of leases was undertaken.

In each case, a term of ten years is desired, to run from various dates, whereas, under the Surrender, a term of ten years, only, was granted, i.e. from date of same, 18th May 1925, so that all terms must expire on or before 18th May 1935, date of expiration of period provided for in said surrender.

As the original applications appear to have been submitted by you, I enclose a statement of same and would suggest that you communicate with the applicants, explain how matters stand and endeavour to have all terms date from 18th May, in any year, for the number of years remaining (to 18th May 1935.)

From correspondence on file, it would appear that the Indians regard the granting of these leases as largely experimental, so that it is most desirable that, so far as may be possible, the action taken should be in accordance with their wishes.

I submit a draft lease and would ask you, when reporting, to state whether same meets with your approval.

Your obedient servant

J. D. McLean

Assistant Deputy & Secretary-
(J. D. McLean.)

ENCLOSURES.

H.Q.

Resolution of Council 3 Dec /24

C. C. Perry, Esq.,
Indian Agent,
Winch Building,
VANCOUVER, B.C.-

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

7.13167

THIS INDENTURE, made this Tenth day of December in the year of our Lord One thousand nine hundred and twenty-six,

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And Mrs. Janet Smith of the City of Vancouver in the Province of British Columbia

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number according to plan of subdivision by T. T. Bartlett.

TO HAVE AND TO HOLD the said demised premises for and during the term of Nine years from the eighteenth day of May, One thousand nine hundred and twenty-Six yielding and paying therefor during the said term the yearly rent of twenty-five dollars, payable yearly in advance on the First day of May in each year of the said term, ~~the first payment to become due and payable on the day of One thousand nine hundred and~~ to the first of May hereinafter reserved

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED In the presence of	)	
	)	
	)	
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	)	Deputy of the Superintendent General of Indian Affairs.
	)	
	)	
As to the signature of -	)	

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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13167-42

INDIAN AGENT'S OFFICE

Vancouver Agency, Vancouver, B.C.

IN YOUR REPLY REFER TO
No. 1/140
ALSO
TO DATE OF THIS LETTER

Jan.19,1927. 19

Lands

Sir,—

I have the honour to acknowledge the receipt of Departmental letter dated 6th Dec. ultimo, No.13 167/42-, with reference to the leasing of land for summer camp purposes in the Chekwelp Indian Reserve No.26, of the Squamish Band of Indians and enclosing a copy of a suggested form lease and a list of present applications with a request that the view of the prospective lessees be obtained as to whether they would wish to comply with the suggestion offered by the Department to have their leases run to 18th May 1935 instead of for ten years from the dates of their respective application.

Rec'd thought H.M. Hilker

In reply I beg to say that on receipt of your letter, I communicated on Dec.13th with Rev.T.H.Wright, Mrs.Janet Smith and H.M.Hilker, B.Hoseason and F.J.Carter, setting forth the views of the Department and asking their concurrence therein. Mrs.Janet Smith replied Dec.31st, stating the proposal would be satisfactory to her. Mr. Carter telephoned Jan.5th, stating that he also concurred therein. Mrs.B.Hoseason telephoned Jan.6th stating her satisfaction of the terms. But Mr.Hilker up to the date of this letter has not replied to my communication.

I have perused the proposed form of agreement and think the same would be quite satisfactory. I am returning herewith the draft lease.

I would point out that I am rather apprehensive as to the probability of our being able to lease a very large number of lots in the subdivision, as it has been found by the Engineers of the Water Power Branch that in order to supply these lots with water, it will be necessary to incur a cost of approximately $3000.00 to convey the water from Chekwelp Reserve No.26A to Chekwelp Reserve No.26. When this subdivision was first proposed it was reported to this office and th the Water Branch that the water of Gibson's Creek, which flows through the Reserve to the sea, was being diverted by a shingle mill concern at a point some distance up the hill back of the reserve and it was not until the Engineers of the Water Branch were over

the ground

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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the ground in connection with the posting of water notices that it was found that such was not the case. In fact so sure were the residents in the vicinity that this diversion was taking place detrimentally to their interests as well as to those of the R Reserve, that steps had been taken prior to our subdivision to move the Provincial Government to prosecute the parties responsible for the diversion; but the Province pointing out that the Crown not being interested it would be difficult to take any procedure against these parties at that time.

It was, therefore, assumed that the Crown would become interested as soon as the subdivision of the reserve was carried out and the Water Branch Engineers following this line discovered, after careful examination, that the flow of water that would naturally run through the Reserve to the sea would not be sufficient to warrant the installation of a water system from that source. Hence, the Engineers applied their search for a more satisfactory water supply and this has been found in the Soames Creek which empties itself into Howe Sound at Chekwelp Reserve No.26A, which is situated nearly a mile along the Howe Sound, North East of Reserve No.26.

The Engineers are now preparing a rough estimate of expenditure likely to be involved in the putting in of water at Reserve No.26 from Soames Creek and when this is received I will forward it to the Department. From the foregoing it is deducted that we may find it necessary to defer for the time being the putting in of a water supply, as the revenue at present in sight would scarcely justify in making so large an investment for the installation of water, in which case the summer campers who lease our lots will have to dig wells in their holdings.

I think it would be advisable to have a sign board put up at the reserve illustrating the subdivision which would catch the eye of summer tourists, and campers, who visit Gibsons Landing in the early summer. We may get results from

this

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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this which we could not get from the advertisement which we inserted in the Vancouver Daily Star. The sign board should not cost more than $5.00 or $6.00 and we could erect it ourselves when we go there.

Your obedient servant,

C.C.Perry,
INDIAN AGENT.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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Gibsons Landing.

March 3rd 1927

The Department of Indian Affairs

Vancouver B C.

Dear Sirs.

I desire to lease lot 8 in The Chekwelp Reserve for the long term dating my application from May 18 of this year .Please credit my cheque of the 22nd for rent of the same and oblige

Yours Truly.

W. H. Edwards

2/100

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

206 Winch Building,
Vancouver Agency, Vancouver, B.C.

March 22, 1927.

LANDS BRANCH
MAR 31 1927

Sir:

I have the honour to transmit herewith an application of Mr. W. H. Edward, of Gibson's Landing, B.C., to lease Lot No. 8, in the Sub.Division of the Chekwelp Reserve No.26, of the Squamish Band of Indians, for the period May 18th. 1927 to May 18th. 1935. Accompanying the application, please find also bank draft No. 305 for the sum of $25.00 paid by Mr. Edwards as rental for one year from May 18th. next, the date upon which Mr. Edwards desires his lease to commence. I would recommend the Department's favorable consideration of the application.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

No. 395

13167-42

Duplicate for Department.

$ *25.00

The Royal Bank of Canada

Bank of

VANCOUVER, B. C. MAR 8 1926 192

DEPT. OF INDIAN AFFAIRS
MAR 28 1927

CONFIDENTIAL ENGINEER

Received from CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of TWENTY FIVE 00/100 DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. 54 CH8668

Folio 185 Vol II

Pro. Manager

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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13 167/42-

Lands unassignable

OTTAWA, 14th July, 1927-

Sir-

I enclose Leases, in triplicate, covering lands in the Chekwelp Indian Reserve, for signature and, thereafter, to be returned to the Department for final execution, as follows;-

Mrs. Janet Smith	Lot No	11 — Cancelled
T. H. Wright	" "	3 ✓ok
H. M. Hilker	" "	7 ?
F. J. Carter	" "	9 ?
Mrs. Beatrice Hoseason	"	10 ?
W. H. Edwards	"	8 ✓ok

You will be good enough to make an early collection of all rentals due under these leases and forward to the Department in the usual manner

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell.)

Chas. C. Perry, Esq.,

Indian Agent,

WINCH BUILDING, Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

1/140

206 Winch Building,
Vancouver Agency, Vancouver, B.C.
August 10, 1927.

LANDS BRANCH
AUG 17 1927

Sir:

I have the honour to acknowledge receipt of Departmental letter No. 13,167/42- dated 14th. July,ultimo, with enclosed leases with respect to lots 11, 3, 7, 9, 10 and 8 in the summer camp subdivision of the Chekwelp Reserve No. 26 of the Squamish Band, and in reply beg to say that I will take as early action as is possible in this matter. I have been without a stenographer for three weeks,and could not leave the office.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 335

Duplicate for Department.

$25.00

THE ROYAL Bank of CANADA

VANCOUVER, B. C. APR 20 1937 192

Received from CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of TWENTY FIVE DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. Jny 7224 Jny 54

Pro. Manager.

C49346 folio 179 Vol II

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

Gibsons Landing
B. C.
July 6th. 1927

Mr. Perry,
West Bldg.,
Vancouver,

Dear Sir;

I came to Gibsons Landing today and in company with Dr Ingles I looked over lots one, two, five, six of the Indian Reserve. Having seen them I consider that lot six is best suited for our purpose, and have made arrangements to erect our camp there

In the matter of the rent, I have instructed a friend of mine in Vancouver, a Mr O. E. Mengel. to deliver this letter to you, and also to pay the rent and secure the permit. If it is more convenient to you, you can make out the permit to him.

Trusting that the arrangements are satisfactory to you. I remain,

Yours Sincerely
Jas Lillevick

VANCOUVER INDIAN AGENCY

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 22 1927
RECORDS

LANDS BRANCH
AUG 24 1927

206 Winch Building,
Vancouver Agency, Vancouver, B.C.

August 8, 1927.

Sir:

I have the honour to transmit herewith an application received from James Litterich, Esq., of Gibsons Landing, B.C., with respect to the leasing of Lot 6. in the summer camp subdivision of the Chekwelp Reserve No. 26. of the Squamish Band of Indians, at Howe Sound, B.C.

The application is made for the use of the lot for the present season only, and the lot may be retained, as soon as arrangements have been completed by the applicant, for the full term to May 1935 as in the case of other lots in the subdivision.

I would recommend the favorable consideration of the Department to this application.

Please also find herewith Bank Draft No. 335 for the sum of twenty-five dollars in payment of rental thereof.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13 167/42-

OTTAWA, 24th August, 1927-

Sir-

re. Lot No 6, Chekwelp
Indian Reserve.-

Folio 179-Vol II

H.T.O.

I beg to acknowledge the receipt of your letter of the 8th Instant, enclosing application from Mr. James Litterick to lease, for this season, and, in reply to say that permission is hereby granted, in accordance therewith, this letter being your authority for allowing the lessee to enter upon and use the land.

The $25.00 forwarded by you has been duly credited, being rental in full.

Your obedient servant

Acting Deputy Superintendent
General of Indian Affairs.

Charles C. Perry, Esq.,
Indian Agent,
206 Winch Building,
VANCOUVER,
B. C.-

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

206 Winch Building,
Vancouver Agency, Vancouver, B.C.

August 27, 1927.

1140

LANDS BRANCH
SEP 7 '28

Sir:

I have the honour to transmit herewith triplicate copies of Departmental agreement with T. H. Wright, of Gibsons Landing, with respect to lot No. 5. in the sub-division of the Chekwelp Reserve No. 26. of the Squamish Indians, together with bank draft No. 344 for the sum of $25.00 being rental on this lot from May 18th. 1927 to May 18th. 1928.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

No. 344

Duplicate for Department.

$ #25.00

THE ROYAL Bank of CANADA

VANCOUVER, B. C. AUG 30 1927 192

Received *from* CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of TWENTY FIVE DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd.

Pro. Manager.

Lease 136 Fol 182 Vol II

DEPARTMENT OF INDIAN AFFAIRS SEP 6 1927 RECEIVED

LAND BRANCH SEP 7 1927

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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ARCHIVES PUBLIQUES
CANADA

13 167442-

B.C.
Ref. 1/40-

OTTAWA, 8th September 1927-

Sir-

WITH ENCLOSURE.

Referring to your letter of the 27th Ultimo I enclose, for the usual disposition, Lease No 136, in duplicate, in favour of Mr.T. H. Wright, covering Lot 3, Chekwelp Indian Reserve.

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell.)

Chas. C. Perry, Esq.,
Indian Agent,
206 Winch Building,
VANCOUVER,
B. C.-

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

RESOLUTION.

MINUTE OF A REGULAR MEETING OF THE SQUAMISH INDIAN COUNCIL REPRESENTING THE SQUAMISH TRIBE OF INDIANS, VANCOUVER AGENCY, B.C., HELD AT MISSION RESERVE NO.1, NORTH VANCOUVER.B.C. FRIDAY OCT.29,1926. INDIAN AGENT C.C.PERRY PRESIDING. MR.ANDREW PAULL COUNCIL SECRETARY ACTING AS INTERPRETER. THE CHIEFS PRESENT BEING A MAJORITY WERE AS FOLLOWS:- Matthias, Jimmy Jimmy, Andrew, Charlie, George Williams, Gus Band, Henry Jack and Edward Joseph.

The following resolution was unanimously passed and carried:-

Moved by Chief Jimmy Jimmy,
Seconded by Chief Charlie,

that this council approves the action taken by Indian Agent C.C.Perry, in collecting the sum of $25.00 from Mr. Fothergill of Vancouver B.C. with respect to his use, under trespass during the summer of 1926, the Chekwelp Reserve No.26 A for summer camping; also the application made by Mr.Fothergill for the same privilege during succeeding summers for which he has agreed to pay at the rate of $25.00 per year:

It is resolved that the Council grant Mr.Fothergill the use of the portion of this reserve fronting on the water which he used during the summer of 1926; said privilege to be extended during pleasure of the Department of Indian Affairs.

The Council further resolves that no lease be granted at present for a definite period of years, as the Council may have plans later on for the use of this Reserve for other than camp purposes.

.....

I,Charles C. Perry, Indian Agent, Vancouver Agency, B.C. hereby certify that I was present and presided over the Council meeting at which the foregoing resolution was unanimously passed and carried.

C.C.Perry
.....

Dated at Vancouver, B.C., this 30th day of Oct.1926.

The original of this document has been removed for microfilming in the Records of the Indian Band Registry
P.R. Paul B. McIntyre
Signature
10/4/1974

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 17 1927
RECORDS

206 Winch Building,
Vancouver Agency, Vancouver, B.C.

September 9, 1927.

LAND REGISTRY
SEP 19 1927

1140 A

Folio 160 - Vol. II

Sir:

I have the honour to transmit herewith bank draft No. 349 for the sum of $25.00 paid by Mr. G. G. Fathergill, of Vancouver, for the privilege of using the Chekwelp Reserve No. 26A at Howe Sound, B.C., belonging to the Squamish Band of Indians, during the summer of 1927.

Mr. Fathergill similarly occupied the reserve in 1926 and the Department accepted bank draft No. 263 for $25.00 by receipt No. C47976 issued September 14th. 1926. for the same privilege as extended to Mr. Fathergill.

Sub-Sec 3 - Sec 90 Ind. Act

I beg also to transmit in this connection a resolution passed by the Squamish Council on October 29th. 1926, which will be self-explanatory.

It is expected that in the near future this small reserve, which contains approximately half an acre, will be subdivided into three lots, when it is expected that Mr. Fathergill will retain one of these, a second could be leased and a third also might be leased for such purposes as a small fruit cannery or other such purpose. This will be carefully looked into on my next visit to this reserve.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

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No. 349

13 167-42

Duplicate for Department.

$ 00/100 THE ROYAL Bank of CANADA

VANCOUVER B.C. SEP 1 1927 192

Received from CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of TWENTY FIVE 00/100 DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

INDIAN BRANCH SEP 19 1927

54 Jn 24 7242 Signed in Triplicate. 450 27

Ent'd. Entered folio 160 Vol. B.C. Book Pro. Manager.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

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13 167/42-

Accountant

X

OTTAWA, 19th September 1927-

(Folio 160, Vol II)

Sir-

I beg to acknowledge the receipt of your letter of the 9th Instant, enclosing bank draft for $25.00, paid by Mr. G.G.Fothergill for use of the Chekwlp Indian Reserve No 26A during the seaon of 1927, also Resolution of Council covering this privilege during pleasure of the Department, which, under the circumstances as reported and of your recommendation, is hereby approved.

Your obedient servant

Acting Assistant Deputy & Secretary
(J. D. McLean.)

ABM

The original of this Document has been removed for reproduction in the Records of the Indian Land Registry.
P.R 1001 B. Decontie
Signature
10/4 1974

Chas. C. Perry, Esq.,
Indian Agent,
206 Winch Building,
VANCOUVER,
B. C.-

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
NOV 2 1927
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

October 27, 1927.

LANDS BRANCH
NOV 2 1927

1/10

Sir:

With further reference to Departmental letter dated July 14th. last, No. 13 167/42-, covering leases in triplicate connected with the Chekwelp Indian Reserve No. 26 of the Squamish Band, for signature and, thereafter to be returned to the Department for final execution, I beg to transmit herewith the lease of Mr. W. H. Edwards with respect to lot No. 8, which has just been received.

Lease no 138
Folio 185 Vol II

The leases with respect to lots Nos. 11, 7, 9 and 10 have not yet been handed in although three letters have been sent out from this office dated respectively, August 11th, September 23rd, and October 12th, but I am communicating with the parties concerned therein and will report on these at the earliest possible date.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

Poor copy

13 167/42-

Ref. 1/40

OTTAWA, 4th November, 1927-

Sir-

WITH ENCLOSURE.

Referring to your letter of the 27th Ultimo, I enclose, for the usual disposition, Lease No 138, in duplicate, in favour of Mr.W.H.Edwards, covering Lot No 8, Chekwelp Indian Reserve No 6, of the Squamish Band.

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell.)

Chas. C. Perry, Esq.,
Indian Agent,
206 Winch Building,
VANCOUVER, B.C.-

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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REV. S. H. SMITH, MINISTER
2634 CHURCH AVENUE
PHONE CARLETON ~~240-R~~ 473X

Collingwood United Church

CORNER OF SCHOOL AND JOYCE ROADS

Vancouver, B.C. November 4th 1927

C. C. Perry Esq.
Indian Agent
City

Dear Sir,

Replying to your letter of 27th ultimo I beg to make application for a lease of Lot 6, in Chekwelp Indian Reserve, Howe Sound. from May 18th 1928 to May 18th 1935.

I shall be glad to forward my cheque whenever the rental is due.

I might say that I purpose using the lot for a summer house.

Thanking you in anticipation.

I remain,

Sincerely yours

S. H. Smith

VANCOUVER INDIAN OFFICE
11

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
NOV 16 1927
RECORDS

LANDS BRANCH
NOV 18 1927

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

November 11, 1927.

1/140

Sir:

I beg to transmit herewith original letter of application, dated November 4th. received from Rev. S. H. Smith, of 2634 Church Avenue, Vancouver, B.C., to lease lot No. 6, of the summer camp subdivision of the Chekwelp Indian Reserve No.26, of the Squamish Band, Howe Sound, B.C., from May 18th. next to May 18th. 1935, at an annual rental of $25.00 payable each year in advance.

I would recommend the same to the favorable consideration of the Department and would request that the lease be drawn up and sent for signature between now and May next, so that the rental may be collected when due.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 167/42-

, OTTAWA, 22nd November, 1927-

Sir-

I beg to acknowledge the receipt of your letter of the 11th Instant, enclosing application of the Rev. S. H. Smith to lease Lot No 6, Summer Camp sub-division of the Chekwelp Indian Reserve No 26, Squamish Band, for a term of ten years.

Before taking action in this matter, I would call attention to your letter of the 8th August last, submitting the application of Mr. James Litterich, who was granted the use of this lot for the season of 1927, but with whom, it would seem, there was an understanding that, if he so desired, he might retain the land for a term of years extending to May 1935.

Kindly report fully in connection with the foregoing, for, of course, if the former applicant wishes to retain the land, he should be given first consideration.

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell.)

C. C. Perry, Esq.,

Indian Agent,

415 Winch Building, VANCOUVER, B.C.-

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Birch Building,
Vancouver Agency, Vancouver, B.C.

November 14, 1927.

DEPT. OF INDIAN AFFAIRS
NOV 21 1927
RECORDS

Sir:

I beg to acknowledge receipt of Departmental letter No. 18 167/4B dated 4th. November inst., covering duplicate and triplicate copies of the lease of Mr. W. H. Edwards with respect to Lot 8 in the subdivision of Chekwelp Reserve No. 26 of the Squamish Band, B.C. In reply I beg to say that a copy has been sent to Mr. Edwards and the second retained in my office.

Your obedient servant,

(C.C.Perry)
INDIAN AGENT.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

JANET SMITH

-of-

Lot 11, Chekwelp Indian Reserve
No. 26, New Westminster Dist.,
B. C.

for nine years
from 18th May, 1926.

Dated 13th July, 1927.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

(Triplicate)

THIS INDENTURE, made this Thirteenth day of July -------- in the year of our Lord One thousand nine hundred and twenty-seven,

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And Janet Smith ----------
of the City of Vancouver in the Province of British Columbia, Married Woman,

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number Eleven -------- according to plan of subdivision by T. T. Bartlett.

TO HAVE AND TO HOLD the said demised premises for and during the term of nine years from the Eighteenth day of May ------, One thousand nine hundred and twenty-six ---. Yielding and paying therefor during the said term the yearly rent of Twenty-five -------- dollars, payable yearly in advance on the First day of May ---- in each year of the said term, ~~the first~~
(Receipt of the first year's rental is hereby acknowledged.)
~~payment is hereby due and payable on the~~
~~day of one thousand nine hundred and~~

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this Indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED In the presence of	)	
	)	
	)	
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	)	Deputy of the Superintendent General of Indian Affairs.
	)	
	)	
As to the signature of -	)	
Janet Smith	)	

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

JANET SMITH

-of-

Lot 11, Chekwelp Indian Reserve
No. 26, New Westminster Dist.,
B. C.

for nine years
from 18th May, 1926.

Dated 13th July, 1927.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

(Duplicate)

THIS INDENTURE, made this Thirteenth day of July ------ in the year of our Lord One thousand nine hundred and twenty-seven.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And Janet Smith ---------- of the City of Vancouver in the Province of British Columbia, Married Woman,

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number Eleven -------, according to plan of subdivision by T. T. Bartlett.

TO HAVE AND TO HOLD the said demised premises for and during the term of nine --- years from the Eighteenth day of May ------, One thousand nine hundred and twenty-six ---. Yielding and paying therefor during the said term the yearly rent of Twenty-five -------- dollars, payable yearly in advance on the First day of May ---- in each year of the said term, ~~the first~~ (Receipt of rental for the first year is hereby acknowledged) ~~payment to become due and payable on the~~ ~~day of~~ ~~One thousand nine hundred and~~

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this Indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED In the presence of	)	
	)	
	)	
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	)	Deputy of the Superintendent General of Indian Affairs.
	)	
	)	
As to the signature of -	)	
Janet Smith	)	X

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

JANET SMITH

-of-

Lot 11, Chekwelp Indian Reserve
No. 26, New Westminster Dist.,
B. C.

for nine years
from 18th May, 1926.

Dated 13th July, 1927.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Original)

File 13,167-42

THIS INDENTURE, made this Thirteenth day of July ----- in the year of our Lord One thousand nine hundred and twenty-seven.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And Janet Smith, ----------

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WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number Eleven-------- according to plan of subdivision by T. T. Bartlett.

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And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

The original of this Document has been removed for reproduction in the Records of the Indian Land Registry Office
Signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, repossess and enjoy, as if this Indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED In the presence of	)	
	)	
	)	
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	)	Deputy of the Superintendent General of Indian Affairs.
	)	
	)	
As to the signature of - Janet Smith.	)	

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
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CANADA

Gibsons Landing
Howe Sound B.C

15/11/27

Mr Perry Indian Agent
Birch Building
Vancouver

Sir

I am very sorry not answering you sooner I have been very sick the most part of this year - so I am not able to take over the charges that these papers hold to - so I am returning them of course I am paid up till the date in May 16th I will send any one I think will take it over to you there is plenty will take it over now owing to the water being laid down I am sorry to have to give it up but I have a Dr Bill to face now will keep me going for some time I remain

Sincerely
Mrs Janet Smith

VANCOUVER INDIAN OFFICE
11

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
NOV 30 1927
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

LANDS BRANCH
NOV 30 1927

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

November 25, 1927.

1/40

Sir:

I beg to refer to Departmental letter No. 13 167/42 - dated 14th. July last covering lease forms in triplicate to be signed by the prospective lessees and thereafter to be returned to the Department.

I now beg to re-transmit herewith triplicate forms having respect to lot No. 11 in the name of Mrs. Janet Smith. In this matter I beg to say I addressed two letters to Mrs. Smith and am now in receipt of a letter (original sent herewith) from her in which she says she is not able to continue the lease of her lot for reasons given therein.

The rental herein is paid to May 18th. 1928. It is probable that in the meantime we may find a suitable person to take over the lease, in view of which I would recommend the cancellation of the lease as from May 18th. next.

Old Mrs. Janet Smith is a war widow and is not blessed with much of this world's goods. She thought she could make a success of her undertaking to establish herself at the reserve but apparently is not able to do so.

Your obedient servant,

(C. C. Perry)
Indian Agent,

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 167/42-

OTTAWA, 6th December 1927

Sir-

Referring to your letter of the 25th Ultimo in regard to lease covering Lot No 11, Chekwelp Indian Reserve, I beg to say that, in view of the representations submitted, the Department will allow Mrs. Janet Smith to relinquish all claim to this land as and from 1st May next.

As the lease had not been finally executed, no further action is necessary, but it is hoped that another lessee may be found, as it is desirable that the land should be a source of income to the Indians interested.

Your obedient servant

T. R. Loftus MacInnes.
Acting Assistant Deputy and
Secretary.

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER,
B.C.-

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEC 9 1927
RECORD

LANDS BRANCH
DEC 9 1927

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

December 1, 1927.

Sir:

I have the honour to acknowledge receipt of Departmental letter No. 13 167/42 dated November 22nd. ultimo, with reference to the application of Rev. S. H. Smith to lease lot No.6 summer camp subdivision of the Chekwelp Indian reserve No. 26, Squamish Band, to May 18th. 1935.

In reply to your inquiry as to whether Mr. Litterich would desire to retain the land for a term of years extending to May 1935, I wish to say that I have been informed by Dr. F. Inglis, the Department's Medical Officer at Gibsons Landing, who has spoken in behalf of Mr. Litterich, that the latter will not be requiring the lot for a term in excess of one year for which rental was paid by him and which term would expire at the time it is proposed a new lease shall issue to Reverend Mr. Smith. I understand that Mr. Litterich has now left that part of the country and is not likely to return.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JAN 25 1928
RECORDS

LANDS BRANCH
JAN 26 1928

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

January 19, 1928.

Sir:

I have the honor to refer to your letter No. 13 167/42- dated July 14th. last covering leases to be signed with respect to the rental of lots in the summer camp subdivision of the Chekwelp Reserve No.26. of the Squamish Band, which leases were to be signed and, thereafter, returned to the Department for final execution.

In this connection I beg to say that leases for Lots Nos. 3 and 8 have been signed, and finally executed and rentals have been paid thereon. Lease for Lot No.11 was cancelled by the Department as Mrs. Janet Smith, an old war widow, could not continue paying her rental after April 1928.

In regard to lots Nos. 7, 9 and 10 in the names of Messrs. H. M. Hilker, F. J. Carter and Mrs. Beatrice Hoseason, I beg to say that the lease papers were sent to all these parties on August 11th. last and these were not acknowledged by any of them.

I wrote to them again on September 23rd. and, as they did not respond, I interviewed them about the matter. They all gave as their primary excuse for not renewing rental for the second year that there had been too much delay in the putting in of a water supply and the delay has been largely occasioned by a dispute having arisen regarding a strip of land over which the pipe-line would pass along the Provincial Government

highway

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

January 19, 1928.

highway, which matter is now being in a state of adjustment by the Indian Commissioner in conjunction with the Dominion Water Power Branch and the affected settler.

In addition to the foregoing the parties claim that the cutting down of the terms of lease from a straight 10 years' period to a period of the time of application to May 1935, coupled with the delay in putting in of water makes the term of occupation too short to justify the erection of summer houses such as would be suitable there at considerable expense.

Behind all this are numerous complaints received as to the activities of the Young Communist Party representatives at Gibson's Landing who are reported to have allowed the use of Lot No.6 which was leased for one year only to James Litterich, at the instigation of Dr. F. Inglis, the Department's Medical Officer to the Sechelt Indians, resident at Gibsons Landing, who is said by these complainants to be one of the leaders of this movement in Gibsons Landing. It is alleged that Communistic meetings were held last summer on the lot, and this is the main reason for my not recommending the further use of the lot by Mr. Litterich. The complaints referred to were received from Mr. F. J. Carter, Mr. Munn, M.L.A. for British Columbia, Rev.Mr. Smith of Collingwood United Church, Vancouver, Rev. T. H. Wright, United Church Clergyman and lessee of lot No.3. and a Mr. Likely, resident of Gibsons Landing. These gentlemen say that the movement complained of has a strong detrimental effect to the use of our lots by summer campers. I have tried to avoid the leasing of these lots to undesirable persons, and as none of the complainants have put their complaints in writing, I did not feel that I could very well mention the matter to the Department. I did, however, write to

the Commissioner

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

January 19, 1928.

the Commissioner, Mr. Ditchburn, about Dr. Inglis. Mr. Ditchburn informed me that several years ago a secret investigation was made of Dr. Inglis' alleged Communistic activities, by the Royal Canadian Mounted Police, but that at that time no proof of a satisfactory nature was obtained.

It appears now that before we can hope to lease the lots of the subdivision freely the following actions will have to be taken:-

1. The dispute affecting the completion of the water supply line will have to be settled and the water laid on.

2. The lots will have to be advertised by the painting of a board showing the subdivision and put where the public can see it, and also advertised in a leading newspaper instead of in a paper of smaller circulation.

Surrender for 10 years.

3. The rental of the lots will have to be reduced and the term of lease extended from 10 years to 20 or 25 years.

4. Great care will have to be exercised to see that the lots are not leased to persons who, insidiously, will use any of them for meetings to spread Communistic propaganda. This phase is most difficult where the applicants are strangers not known to us, and the problem is intensified if any of our paid employees encourage this and keep the Agent uninformed of these activities.

There is no objection to the holding of summer open air camp Church services of a properly recognized nature for the enjoyment and diversion of campers, but it may be necessary in order to remove any objection along this line from the lessees to put a clause in the leases that no meetings of any kind, are to be held without the consent of the Department given through its agent in which event should objection be made such meetings should be entirely and absolutely prohibited in this subdivision. Should the Department approve I will discuss the whole situation at the next regular meeting of the Squamish

Band, and

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

January 19, 1928.

Band, and endeavor to bring about the suggested changes in the terms and conditions of the leases as experience has shown to be apparently necessary for the successful administration of this subdivision.

In the meantime I feel that the applicants Messrs. Carter (Lot 9.), Hilker (Lot 7.) and Hoseason (Lot 10) be considered cancelled since they have requested this, and we may later be in a position to interest them in resuming their tenancy under more favorable conditions and circumstances.

The question as to whether an investigation should be had with respect to Dr. Inglis must rest with the Department, in which connection I would suggest that the Department communicate with Commissioner Ditchburn with a view to having his advice on the subject.

Your obedient servant,

(C.C.Perry)
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 967,82-3-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, January 27, 1928.

Sir,-

your [illegible] I have to acknowledge the receipt of concerning [illegible] the 19th instant, submitting report subdivision [illegible] rental of lots in the summer camp Squamish Band. [illegible] Chekwelp Reserve No. 26 of the

Your observa[illegible] have been noted, and it [illegible] concerning this matter to the Department for you [illegible] be quite satisfactory again at the next regular meet[illegible] take this matter up Council. If the changes which [illegible] of the Squamish the approval of the Council, the [illegible] suggest meet with prepared to proceed with the matte[illegible] Department will be [illegible] on that basis.

Your obedient [illegible] Servant,

A. F. MacKenz[illegible]
Acting Assistant Dep[illegible]
[illegible] Secretary.

afm

C. C. Perry, Esq., [illegible]
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Gibsons Landing Jan 25th 1928

C. C. Perry, Esq.
Vancouver B.C.

Dear Sir

In reply to your letter of January 23rd inst., I beg to say that I desire to lease lot No 2 in the Chekwelp Reserve for the purpose of building a cabin on the same, to be used by myself during summer vacations.

I should like to lease the lot for a period of five years and perhaps a renewal may be considered at the end of that period

Yours truly,

Carl Brak

VANCOUVER INDIAN OFFICE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26, pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
FEB 2 1928
RECORDS BRANCH

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

January 28, 1928.

Sir:

I beg to transmit herewith a letter dated January 25th. instant, received from Mr. Carl Brats, of Gibsons Landing, B.C., applying to lease lot No.2. in the Chekwelp No.26. Indian Reserve subdivision for a period of five years at an annual rental of twenty-five dollars.

I have had correspondence with Mr. Brats and have made it clear to him that no meetings are to be held on this lot without the consent of the Department. The Department will be aware from previous correspondence that it is alleged that one of the lots was used last year for the holding of Communistic meetings and it is intended to stop this sort of thing.

Mr. Brats has assured me in writing that he wants this lot strictly as a summer camp lot during his vacation.

I would recommend that the lease be sent as soon as possible for signature so that rental may be collected from Mr. Brats, should the application be approved.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ref. 1-140

Ottawa, February 4, 1928.

Sir,-

Referring to your letter of the 28th ultimo, I enclose Lease, in triplicate, covering Lot No. 2, Chekwelp Indian Reserve, No. 26, in favor of Mr. Carl Brats, for signature and, thereafter, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

J. C. Caldwell.
In Charge Lands & Timber Branch.

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
FEB 28 1928
RECORDS

LANDS BRANCH
FEB 29 1928

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

February 23, 1928.

Sir:

I beg to acknowledge receipt of Departmental letter No. 13167-42 dated February 4th. instant, enclosing triplicate leases to be signed by Mr. Carl Brats of Gibsons Landing, B.C., and, thereafter, to be returned to the Department for final execution.

In reply I beg to advise that these papers have been duly signed and are herewith returned together with Draft No. 375 for the sum of Twenty-five dollars ($25.00) in payment of the first year's rental under this lease paid in advance.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

February 27, 1928.

LANDS BRANCH
MAR 6 1928

Sir:

I have the honour to transmit herewith Bank Draft No. 375, which should have accompanied my letter of February 23rd. with triplicate leases of Mr. Carl Brats, of Gibsons Landing re lot No.2. Chekwelp Reserve. I regret that this draft was not forwarded with the papers through an oversight.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

No. 375

Duplicate for Department.

The Royal Bank of Canada

$ *25.00 Bank of

192

Received from CHARLES C. PERRY

on account of INDIAN AGENT IN TRUST

the sum of TWENTY FIVE DOLLARS.

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

DEPT. OF INDIAN AFFAIRS MAR 3 1928 RECORDS

Signed in Triplicate,

Ent'd. 54

Pro. Manager.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, March 9, 1928.

Sir,-

Replying to your letter of the 23rd ultimo, No. 1/140, I enclose lease No. 141, in duplicate, in favor of Carl Brats, covering Lot No. 2, Chekwelp Indian Reserve No. 26, duplicate to be kept of record in your office and triplicate given to the said lessee.

Enclosure.

Your obedient Servant,

J. C. Caldwell.
In Charge Lands & Timber Branch.

Charles C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 22 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

March 17, 1928.

1/40

Sir:

I have the honour to acknowledge the receipt of Departmental letter No.13-167-42, dated March 9th. instant, covering duplicate leases in favor of Mr. Carl Brats with respect to Lot 2. Chekwelp Reserve Subdivision, B.C.

In reply I beg to advise that I have today mailed a copy as directed to Mr. Brats.

Your obedient servant,

[C.C.Perry]
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

987/32-7-26

MINUTE OF REGULAR MEETING OF SQUAMISH INDIAN COUNCIL, NORTH VANCOUVER, B.C., HELD AT MISSION RESERVE NO.1. ON THURSDAY, MARCH 15th, 1928. INDIAN AGENT C.C. PERRY, PRESIDING, MR. ANDREW PAULL ACTING AS INTERPRETER. CHIEFS PRESENT WERE:-G WILLIAMS, ANDREW, CHARLIE, JIMMY, EDWARD JOSEPH, MATTHIAS JOE, H. JACK, ED WILLIAMS, GUS BAND, MOSES JOSEPH, FRANK BAKER. There were also 35 voting male members and 14 women present to listen to the proceedings.

COPY
Placed on 16
File 31167

The following resolution was

Moved by Chief Henry Jack.
Seconded by Chief Moses Joseph.

That the Council having perused the letter of Indian Agent, C.C.Perry, dated January 19th. 1928 addressed to the Department of Indian Affairs, Ottawa, and the Department's reply thereto dated January 27th. No.13,167-42, and having carefully considered the conditions therein represented as relating to the administration of the subdivision at Chekwelp Reserve No. 26. Howe Sound, hereby resolves:-

1. That the recommendations of the Indian Agent of the Indian Agent be fully concurred in in all respects.

Surrender for 10 yrs. only

2. That the period of the leases to be extended to twenty years.

3. That the Indian Agent shall decide, subject to Departmental approval the rate of rental of lease lots, as it is understood that such rate will be governed by the public demand for this property,

4. The sum of $24.00 yearly shall be paid from Squamish Band Funds to compensate Mr. Doherty of Gibsons Landing, B.C., for the necessary easement through his property lot No. 687 to accommodate the reserve water system pipe line and service, Chekwelp 26A Reserve, provided an agreement to this proposal is properly drawn up to the effect that Mr. Doherty will cancel his power right on Soames Creek and the Department of Indian Affairs can get a change of location of its intake without loss of priority of its record, the ram to be moved to a suitable location on Chekwelp Indian Reserve No. 26A; Mr. Doherty to allow construction of intake works and pipe lines through his property to ram, and an outlet through his property back to the public highway for the water supply pipe. The pipe is to be buried as much as possible.

CARRIED UNANIMOUSLY.

I hereby certify that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

(C.C.Perry) INDIAN AGENT

VANCOUVER INDIAN OFFICE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 27 1928
RECORDS

1/40.

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

March 22, 1928.

COPY
Placed on
File 31167-26

Sir:

I beg to refer to Departmental letter No. 13,167-42, dated January 27th. last, relating to the leasing of lots in Chekwelp Reserve No.26 of the Squamish Band under proposed new terms and conditions.

In reply I beg to transmit herewith a copy of a resolution passed by the Squamish Indian Council in this matter which will be self-explanatory.

I have advised Mr. Commissioner Ditchburn of these decisions as he has been in touch with Messrs. Ellis and Brown, Departmental solicitors, of Vancouver, in the matter of drawing up of a lease with Mr.Doherty. I think the matter will now be cleared up to the satisfaction of all parties, should the Department approve of this resolution.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

(Triplicate)

Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of

The Squamish Band of Indians

resident on our Reserve

in the Province of
British Columbia and Dominion of Canada,
for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto OUR SOVEREIGN LORD THE KING, his Heirs and Successors forever, ALL AND SINGULAR, ~~that certain parcel or tract of land and premises, situate, lying and being in the in the County of and Province of containing by admeasurement be the same more or less and being composed of~~

the Chekwelp Indian Reserve No. 26, situated on the western shore of Howe Sound, in New Westminster district, for a period of ten years from the Eighteenth day of May, One thousand nine hundred and thirty-five.

Form No. 65

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TO HAVE AND TO HOLD the same unto His said Majesty THE KING, his Heirs and Successors forever, in trust to lease the same to summer campers for the said period of ten years the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our Welfare and that of our people

AND upon the further condition that all moneys received from the leasing thereof, shall, ~~after deducting the usual proportion for expenses of management,~~ be paid to us, in the usual way.

AND WE, the said Chief and Principal men of the said the Squamish Band of Indians do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the leasing of the said land and the disposition of the moneys derived therefrom.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this day of in the year of our Lord one thousand nine hundred and twenty-eight.

Signed, Sealed and Delivered,
IN THE PRESENCE OF

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 19.167-42.

COPY
Placed on
File 31163-16

MXD

April 11, 1928.

Sir,-

I desire to acknowledge the receipt of your letter of the 22nd ultimo, with reference to the leasing of Lots in the Chekwelp Reserve No. 26, of the Squamish Band, and note the revised conditions as set forth in Resolution of the Indian Council passed at a meeting held on the 15th ultimo. You will recall that the original surrender providing for the lease of these lots was for a period of ten years, and the present resolution provides that the period of the leases be extended to twenty years. In order, therefore, that this matter may be dealt with properly, it will be necessary to submit a further surrender to the Squamish Band, in order that leases may issue for the twenty year period. You will note from the draft copies of surrender herewith, that they provide for a release for a further period of ten years from the 18th day of May, 1935, which is the date upon which the original surrender will expire.

You are hereby authorized to call a meeting of the Band for the purpose of submitting this surrender, and a copy of Instructions to Agents is enclosed, for your guidance in taking the surrender. You will be good enough to see that the requirements thereof are closely followed, especially with regard to furnishing a voters' list showing the number of Indians present at the meeting, the number voting for the surrender and the number against.

Your obedient Servant,

Deputy Superintendent General.

C. C. Perry, Esq.,
Indian Agent, 415 Winch Bldg., Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
APR 23 1928
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

April 17, 1928.

11140

Sir:

I have the honor to acknowledge receipt of your letter of April 11th. instant, No. 13167-42, covering forms of surrender with regard to the Chekwelp Indian Reserve No. 26, of the Squamish Indian Tribe.

In reply I beg to say that your instructions will be duly carried into effect at the earliest possible date.

Your obedient servant,

(C.C.Perry)
Indian Agent.

Duncan C. Scott, Esq., Lit. D., F.R.S.C.,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

LIST OF ALL MEMBERS OF THE SQUAMISH BAND OF INDIANS OVER THE AGE OF TWENTY-ONE YEARS, WHO WERE PRESENT AT A MEETING HELD AT MISSION INDIAN RESERVE, NORTH VANCOUVER, B.C. JUNE 12th., 1928. TO VOTE ON THE SURRENDER OF THE CHEKWELP INDIAN RESERVE NO. 26. OF THE SQUAMISH BAND SITUATED AT HOWE SOUND, B.C., FOR A PERIOD OF TEN YEARS FROM THE EIGHTEENTH DAY OF MAY, ONE THOUSAND NINE HUNDRED AND THIRTY-FIVE (MAY 18th. 1935) FOR THE PURPOSE OF LEASING PORTION OF SAID RESERVE AS SUMMER CAMP LOTS FOR THE SAME PERIOD.

NAME	PRESENT	ABSENT	FOR	AGAINST
Chief Moses Joseph,	1		1	
Chief F. Baker,	1		1	
Chief Jimmy Jimmy,	1		1	
Chief George Williams,	1		1	
Chief Charlie,	1		1	
Chief Andrew,	1		1	
Chief Edward Joseph,	1		1	
Denny Paull,	1		1	
Gus Band,	1		1	
Billy Williams,	1		1	
W. Nahinee,	1		1	
Tommy Johnson,	1		1	
Tommy Moses,	1		1	
August Jim,	1		1	
George Johnny,	1		1	
Napoleon Moody,	1		1	
Timothy Moody,	1		1	
August Julian,	1		1	
Denny Mack,	1		1	
Harry Discon,	1		1	
Old Cronie,	1		1	
Dick Isaac,	1		1	
Peter Gonzales,	1		1	
Gabriel Moody,	1		1	
Christie Louie,	1		1	
Jimmy Frank,	1		1	
Old Williams,	1		1	
William Baker, Sr.,	1		1	
Isaac Jacob,	1		1	
Joe Isaac,	1		1	
Charlie Dominic,	1		1	
Jacob Louie,	1		1	
John Baptiste,	1		1	
Billy August,	1		1	
Charlie Douglas,	1		1	
Jimmy Dick,	1		1	
Bill Pierre,	1		1	
Blind George Tom,	1		1	
Harry Moody,	1		1	
Benito Miranda,	1		1	
Stephen Joseph,	1		1	
Peter John,	1		1	
Thomas Findlay,	1		1	
Dan Paull,	1		1	
Stanley Joseph,	1		1	
	45		45	

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Signature
19

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Cont'd from Page 1.

NAME	PRESENT	ABSENT	FOR	AGAINST
	45		45	
Joe Thomas,	1		1	
Ben Newman,	1		1	
Dennis Rivers,	1		1	
John Antone,	1		1	
William Newman,	1		1	
A. Gonzales,	1		1	
H. Newman,	1		1	
T. Johnston,	1		1	
D. Baker,	1		1	
M. Antone,	1		1	
B. Nahinee,	1		1	
Wm. Discon,	1		1	
Dennis Joe,	1		1	
A. Mack,	1		1	
Andy Mack,	1		1	
Earl Newman,	1		1	
August George,	1		1	
E. Nahanee,	1		1	
A. Natrall,	1		1	
D. Cole,	1		1	
L. Jacob,	1		1	
A. Jack,	1		1	
J. F. Gonzales,	1		1	
A. Annias,	1		1	
Dave Lock,	1		1	
Chief Matthias Joe,	1		1	
Ed. Charlie,	1		1	
Albert Julian,	1		1	
Moses Billy,	1		1	
Mishael Discon,	1		1	
Patrick Cells,	1		1	
T. Cole,	1		1	
Wm. Nahanee, Jr.	1		1	
Andrew Paull,	1		1	
Chief Henry Jack,		1		
Chief Louis Miranda		1		
Ambrose Baker,		1		
Basil Charlie,		1		
George Johnson,		1		
Harry George,		1		
Andrew Louie,		1		
Fred Johnson.		1		
Bob Baker,		1		
Isodore Pierre,		1		
Tommy Dominic,		1		
Joe Harry,		1		
Alex Julian,		1		
Charlie Antone,		1		
Wm. Baker, Jr.		1		
Abraham Baker,		1		
Henry Baker,		1		
Fred Corkill,		1		
Ed. Cole,		1		
Moses Gus,		1		
Denny Jack,		1		
Dan Jacob,		1		
James Reid,		1		
Charlie Stewart,		1		
Old Tommy,		1		
Alphonse Williams,		1		
Billy Williams, Jr.,		1		
Gus Douglas,		1		
Fred. George,		1		
	79	29.	79	

Certified Correct .....

VANCOUVER INDIAN AGENCY JUN 27

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13/67. 42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 3 1928
RECORDS

1140

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

Land

June 1928.

Sir:

With reference to Departmental letter No. 13-167-42, dated April 11th. 1928, with enclosed surrender papers regarding the extension of ten years to the term of surrender of the Chekwelp Reserve No. 26 of the Squamish Band in order that subdivided lots may be leased for summer camp purposes, I have the honor to report that the surrender was taken on June 12th. and the duplicate surrender forms, affidavit of execution and voters' list are transmitted herewith in accordance with Departmental instructions.

The attendance at the tribal meeting held for the purpose of this surrender and other important tribal business, was the largest on record.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13,167-42

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, July 16, 1928.

Memo.

Mr. MacInnes,-

Please prepare memorandum to Council accepting surrender given by the Squamish Band of Indians, of the Chekwelp Indian Reserve No. 26, situated on the western shore of Howe Sound, in New Westminster district, for a period of ten years from the 18th day of May, 1935.

Officer in Charge.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, July 17, 1928.

13167-42

His Excellency

The Governor General in Council.

The undersigned begs to submit herewith a surrender in duplicate, given on the 12th day of June, 1928, by the Squamish Band of Indians, in the Vancouver Indian Agency, in the Province of British Columbia, and Dominion of Canada, and which may be described as follows:-

> All the Chekwelp Indian Reserve No. 26, situated on the western shore of Howe Sound, in New Westminster district, for a period of ten years from the eighteenth day of May, one thousand nine hundred and thirty-five.

The said surrender having been given in order that the said lands may be leased for the benefit of the said band of Indians by the Department of Indian Affairs.

The said surrender has been duly authorized, executed and attested in the manner required by the 51st Section of the Indian Act, Revised Statutes of Canada, 1927, and the undersigned would recommend that the same be accepted by Your Excellency in Council, the original surrender to be returned to the Department of Indian Affairs, and the duplicate thereof to be kept of record in the Privy Council Office.

Acting Superintendent General of Indian Affairs.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

July 17, 28.

To accept surrender given by the Squamish Band of Indians, Vancouver Agency, B.C., comprising the Chekwelp Indian Reserve No. 26, New Westminster district for a period of ten years, in order that the said lands may be leased for the benefit of the said band, pursuant to the provisions of Section 51 of the Indian Act, R.S.C.1927.

H Mart

B.H.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

1140

Lease
Cert

July 26, 1928.

Sir:

Entered from 7.59167

I have the honor to transmit herewith bank draft No. 431 for the sum of $25.00 which amount has been paid by Mr. G. G. Fothergill, of Vancouver, as rental for the privilege of occupancy of a portion of the Chekwelp Indian Reserve No. 26 A, of the Squamish Band of Indians, at Howe Sound, B.C. during the summer season 1928, similar payment was made last year and during the previous year for a like privilege, although no formal lease has been made with regard to this concession, such privilege being extended to Mr. Fothergill yearly until such time as steps are taken to subdivide this small parcel of land.

I would recommend the Department's acceptance of this rental as last year.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

3608 Quesnelle Drive
Point Grey
Vancouver
July 23/28

Mr. Perry
Indian Agent
Sir

Mrs. Mina Alice Strange wishes to apply for a lease on Lot 4, Indian Reserve, Gibson's Landing for 15 years, on which she wishes to erect a small home.

Please forward all papers in connection with lease to her at Gibson Landing P.O.

Signed on behalf of applicant
Harold C. Strange
Husband

VANCOUVER INDIAN OFFICE

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
1928
OTTAWA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

July 25, 1928.

Sir:

I have the honor to transmit herewith application of Harold C. Strange, 3608 Quesnelle Drive, Point Grey, Vancouver, in behalf of Mrs. Maud Alice Strange for a lease of Lot 4, Chekwelp Reserve No. 26, Squamish Band, summer camp subdivision for a term of 15 years, together with bank draft No. 432 for the sum of $25.00 paid in advance for the first year's rental for the period May 18th. 1928 to May 18th. 1929.

I have advised Mr. and Mrs. Strange that the period of the lease will be for 17 years and not 15, i.e. from May 18th. 1928 to May 18th. 1945, and Mr. Strange has advised me that this will be satisfactory. I would recommend that the lease be issued in due course with respect to this lot.

Your obedient servant,

(C.C.Perry)
Indian Agent

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 31 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

July26, 1928.

Sir:

I beg to refer to Departmental letter dated 22nd. November 1927, No. 13167/42-, with respect to a proposed lease of Lot No.6. summer camp subdivision of the Chekwelp Indian Reserve No.26. of the Squamish Band, to the Rev. S. H. Smith, of Vancouver, also to my letter to the Department in this connection dated December 1st. 1927.

I now beg to report that Rev. Mr. Smith has paid me the sum of $25.00, which is represented in bank draft No. 423 sent herewith, for one year's rental to May 18th. 1929. Rev. Mr. Smith has asked for a lease for the term covered by the surrender of the Squamish Indians, and I would recommend that a lease be issued to Mr. Smith to May 18th. 1945, also that the amount of $25.00 sent herewith be duly credited to the funds of the Squamish Band in Trust.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

4204. 11th an. W
July 18th 28

Dear Sir

I wish to apply for a lease of lot 7. Chekwelp Indian reserve No 26 Howe Sound. from this day forward to May 18. 1945. at an annual rental of 2$ per year payable in advance

Yours truly
Mrs E. A. Warner

VANCOUVER INDIAN OFFICE
JUL 28 1928

PS. I guess it will be alright to build on there right away
phone no is B.6499.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 31 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

July 26, 1928.

Sir:

I have the honor to transmit herewith an application dated July 18th, of Mrs. A. E. Warner, of Vancouver, to lease Lot No.7., Chekwelp Indian Reserve No.26, to May 18th. 1945, in accordance with the terms of surrender by the Squamish Indians.

I would recommend that a formal lease be issued as requested.

Bank draft No. 430 for the sum of $25.00, rental from May 18th. 1928 to May 18th. 1929, is sent herewith to be credited to the Squamish Band Funds.

EXTRACT
ON 89-167

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

P.C.1379

13467-42

AUG 3 1928

Certified to be a true copy of a Minute of a Meeting of the Committee of the Privy Council, approved by The Deputy of His Excellency the Governor General on the 1st AUGUST 1928

The Committee of the Privy Council have had before them a report, dated the 17th July, 1928, from the Right Honourable the Prime Minister, for the Superintendent General of Indian Affairs, submitting a surrender given on the 12th day of June, 1928, by the Squamish Band of Indians, in the Vancouver Indian Agency, in the Province of British Columbia, and Dominion of Canada, and which may be described as follows:-

> All the Chekwelp Indian Reserve No.26, situated on the western shore of Howe Sound, in New Westminster district, for a period of ten years from the eighteenth day of May, one thousand nine hundred and thirty-five.

The said surrender has been given in order that the said lands may be leased for the benefit of the said band of Indians by the Department of Indian Affairs.

The Prime Minister recommends, as the said surrender has been duly authorized, executed and attested in the manner required by the 51st Section of the Indian Act, Revised Statutes of Canada, 1927, that the same be accepted by Your Excellency in Council.

The Committee concur in the foregoing recommendation and submit the same for approval.

G. E. Kezer
Act Clerk of the Privy Council.

The Honourable
The Superintendent General of Indian Affairs.

Original registered in Band Registry.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42

Ottawa, August 8, 1928.

Sir,-

I beg to inclose for registration in your Department a surrender given by the Squamish Band of Indians, on the 12th of June, 1928, of the Chekwelp Indian Reserve No. 26, situated on the western shore of Howe Sound in New Westminster district, for a period of ten years from the 18th day of May, 1935. The surrender was accepted by Order in Council on the 1st instant.

Enclosure.

Kindly return the surrender to this Department with a certificate of registration endorsed thereon.

Your obedient Servant,

A. F. MacKenzie,
Acting Assistant Deputy & Secretary

Thomas Mulvey, Esq., B. A., K.C.,
Under-Secretary of State,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DS/HW

3090.

DEPT. OF INDIAN AFFAIRS
SEP 8 1928
RECORDS

Ottawa, September 7, 1928.

Sir,-

Referring to your letter of the 8th ultimo, No.13,167-42, I have the honour to return to you, herewith, duly endorsed as to registration, Surrender by the Squamish Band of Indians of certain land in the Chekwelp Indian Reserve No. 26.

I have the honour to be,

Sir,

Your obedient servant,

Acting Under-Secretary of State.

The Secretary,

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DS/HW

3090.

DEPT. OF INDIAN AFFAIRS
SEP 8 1928
RECORDS

R

Ottawa, September 7, 1928.

Sir,-

Referring to your letter of the 8th ultimo, No.13,167-42, I have the honour to return to you, herewith, duly endorsed as to registration, Surrender by the Squamish Band of Indians of certain land in the Chekwelp Indian Reserve No. 26.

I have the honour to be,
Sir,
Your obedient servant,

Acting Under-Secretary of State.

The Secretary,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

COPY
ORIGINAL ON
File 89-162

415 Winch Building,
Vancouver Agency, Vancouver B.C.,
August 20, 1928.

DEPT. OF INDIAN AFFAIRS
SEP 15 1928
RECORDS

Sir,-

I have the honor to transmit herewith bank draft No. 434 for the sum of $25.00 paid by Mr. Albert J. Jensen as rental for one year in advance on Lot No. 9 in the summer camp subdivision of the Chekwelp Indian Reserve No. 26 which was vacated some months ago by Mr. F.J. Carter of Vancouver. Mr. Jensen desires to lease this lot for a period from May 18th, 1928, to May 18th, 1945, in accordance with surrender conditions of the Squamish Tribe with regard to this property. I would recommend that the lease be issued immediately with respect to this lot and forwarded to me for the signature of Mr. Jensen thereafter to be returned to the Department for final execution.

Your obedient servant,

Chas. C. Perry,
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, September 19, 1928

Sir,-

Chekwelp Indian Reserve No. 26.

Surrender for a further term of ten years having been accepted by His Excellency in Council, leases, in accordance therewith, are enclosed for signature, thereafter to be returned for final execution, as follows,-

Enclosures.

Rev. S. H. Smith - - - - Lot 6
Mrs. Maud Alice Strange " 4
Mrs. E. A. Werner - - - " 7
Albert J. Jensen - - - - " 9

Your obedient Servant,

J. C. Caldwell.
In Charge Lands & Timber Branch.

Charles C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

ACCOUNTANT

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

12167-42

DEPT. OF INDIAN AFFAIRS
6 1928
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.

September 29, 1928.

3/36

Sir:

I have the honor to acknowledge receipt of Departmental letter No. 13167-42, dated September 19th. covering for signature, thereafter to be returned for final execution, leases connected with the Chekwelp Indian Reserve No. 26, Squamish Band, subdivision numbered 4, 5, 7 And 9.

In reply I beg to say that these leases have been forwarded to the persons in whose names the leases were issued, as instructed.

Your obedient servant,

(C.C.Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
OCT 11 1928

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

October 6, 1928.

1/140

Sir:

I have the honor to transmit herewith for final execution lsase in triplicate with respect to Lot 4, Chekwelp Indian Reserve No.26, in favor of Mrs. Maud Alice Strange.

Search 157. Folio 216
Vol II B.C. Leases

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167.-42.

Ottawa, October 13, 1928.

Sir,- Lot 4, Chekwelp Indian Reserve No. 26.-District of New Westminster, B. C.

Referring to your letter of the 5th instant I enclose, for the usual disposition, duplicate and triplicate of Lease No. 157, in favour of Mrs. Maud Alice Strange.

Enclosure.

Yours obedient servant,

T. C. Caldwell
In Charge Lands & Timber Branch.

Chas. E. Perry Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
OCT 29 28
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

October 24, 1928.

Sir:

I desire to acknowledge, with thanks, receipt of Departmental letter dated October 13th., No.13167-42, covering duplicate and triplicate lease No.157 in favor of Mrs. Maud Alice Strange covering lot 4, Chekwelp Indian Reserve No.26, Squamish Band of Indians.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
NOV 15 1928
RECORDS

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

November 7, 1928.

Sir:

I have the honour to transmit herewith triplicate copies of lease in favor of Mrs. E. A. Warner with respect to Lot No.7., Chekwelp Indian Reserve, No. 26, for final execution.

It will be observed that these leases were signed in the wrong place by Margaret Robinson, witness, and Mrs. Warner, respectively, and I was obliged to return the papers in order that the signatures may be properly attached. This has been done but I have not made any correction in the forms, prefering to leave this to the Department to be adjusted at its pleasure.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Lease 159 File 219 Vol II

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, November 15, 1928.

Sir,- Lot 7, Chekwelp Indian Reserve No.26
District of New Westminster, B. C.

Referring to your letter, No. 1/140, I enclose, for the usual disposition, Lease No.159 in favour of Mrs. E. A. Warner, covering Lot No.7, Chekwelp Indian Reserve.

Enclosures.

Your obedient servant,

H.Y.O.

J. C. Caldwell
In Charge Lands and Timber Branch.

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

November 21, 1928.

file

Sir:

I have the honour to acknowledge receipt of Departmental letter dated November 15th. No. 13167-42, covering duplicate and triplicate lease No. 159 in favor of Mrs. E. A. Warner covering Lot 7. Chekwelp Indian Reserve, Squamish Band.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF THE
INDIAN AGENT

415 Winch Building,
Vancouver Agency, Vancouver, B.C.,

December 21, 1928.

Sir:

I have the honour to transmit herewith lease in triplicate executed by Mr. Albert J. Jensen, with respect to Lot No.9, Chekwelp Indian Reserve No.26, of the Sqummish Indians, for final execution by the Department.

There has been some delay in obtaining Mr. Jensen's signature to this lease as he has been absent from the City and I have found difficulty in tracing him.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Leave 165 - folio 226 Vol 11

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, January 17, 1929.

Sir,- Lot 9, Chekwelp Indian Reserve
No.26, District of New Westminster, B.C.

Enclosures. Referring to your letter of the 21st ultimo I enclose, for the usual disposition, duplicate and triplicate of Lease No. 165 in favour of Albert J. Jensen.

Your obedient servant,

J. C. Caldwell
In Charge Lands and Timber Branch.

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

H.T.O.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JAN. 30 1929
RECORDS

416 Winch Building,
Vancouver Agency, Vancouver, B.C.,

January 25, 1929.

Sir:

I have the honor to acknowledge receipt of Departmental letter No. 13167-42, dated January 17th. instant, covering for the proper disposition, duplicate and triplicate of lease No. 165 in favor of Albert J. Jensen, respecting lot 9, Chekwelp Reserve, Howe Sound, B. C.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

4667 Price Street,

Burnaby, B.C., May 27th.,1929.

C. C. Perry, Esq.,
Indian Agent,
Vancouver, B.C.

Dear Sir:

I wish to apply for lease of Lot. No.11, Chekwelp Reserve No.26 of the Squamish Band at Howe Sound, B.C. for the usual term and under the same conditions as other leases in this sub-division.

Yours truly,

Ellerton Hopper.

(Ellerton Hopper)

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,169-42

DEPARTMENT OF INDIAN AFFAIRS,
CANADA

R

OFFICE OF
INDIAN AGENT

JUN 20 1929

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., June 15, 1929.

1/40 Lands

Sir:

I beg to refer to my return of land rentals as submitted to the Department for the period May 15th. to 31st. ultimo, wherein the name of Mr. Ellerton Hopper is shown as having made application to lease Lot No.11. at the Chekwelp Indian Reserve No.26. of the Squamish Tribe under the usual terms and conditions from May 18th. 1929 to May 18th. 1945 at an annual rental of $25.00, the first year's rental thereof being covered by draft accompanying the return mentioned. I now beg to transmit herewith the formal application of Mr. Hopper dated May 27th. ultimo for lease. This application has been delayed owing to the fact that a friend of Mr. Hopper's comtemplated applying for a lease to Lot No.10. as well, and this friend's name was mentioned in a previous letter regarding the lease and a new application for the one lot had to be submitted in view of the fact that the applicant for Lot 10 did not complete the formal application. I would recommend that a lease be issued to Mr. Hopper.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42

Ottawa, June 22, 1929.

Sir,-

Referring to your letter of the 15th instant, No. 1-140, I enclose Lease, in triplicate, in favor of Ellerton Hopper, covering Lot No. 11, Chekwelp Indian Reserve No. 26, for signature and, thereafter, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 10 1929
RECORDS

1/4 immediate - Tayrds

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., July 5, 1929.

Sir:

I beg to request that the Department be good enough to issue as early as possible lease in triplicate to Lot 10 Chekwelp Reserve No.26, Squamish Reserve subdivision, in favor of Winifred Smith, sending the same to me in due course for execution. Rental has been paid on this lot for one year commencing May 18th. 1929 at $25.00 per year and is being sent on my rental return for the fortnight ended June 30th., the lease to be for the usual term from May 18th. 1929 to May 18th., 1945.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 8 1929
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., July 3, 1929.

Sir:

I have the honor to acknowledge receipt of Departmental letter dated June 22nd., No.13167-42, covering lease in triplicate in favor of Mr. Ellerton Hopper covering Lot No.11.,Chekwelp Indian Reserve No. 26, Squamish Band, for signature and, thereafter, to be returned to the Department for final execution.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, July 12th, 1929.

Sir,

In reply to your letter of the 5th instant I enclose herewith, as requested, leases in triplicate, in favour of Winifred Smith, and covering Lot No. 10 Chekwelp Reserve No. 26, of the Squamish Reserve sub-division. On being signed by the lessee please return to the Department for execution.

Your obedient servant,

J. C. Caldwell
Director of Indian Lands & Timber.

Enclosures.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGE

DEPT. OF INDIAN AFFAIRS
JUL 10 1929
RECORDS

VANCOUVER AGENCY.

1/140

415 Winch Building,
Vancouver, B.C., July 5, 1929.

Sir:

Lease 190,
Folio 8,
Vol. III

I have the honor to transmit herewith triplicate lease forms with respect to Lot No.6 Chekwelp Indian Reserve No.26 of the Squamish Band, in favor of Reverend S. H. Smith, of Vancouver, duly executed by the lessee and to be finally executed by the Department. I would inform the Department that although Mr. Smith has only today handed in the papers, his rental has been in good standing and has been paid today to May 18th.1930.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Gibson's Landing, B.C.,

May 1st. 1929.

Mr. C. C. Perry,
Indian Agent,
Vancouver, B.C.

Dear Sir:

I beg to make application to lease Lot No.24. in the Chekwelp Reserve No. 26 of the Squamish Band of Indians in the District of New Westminster for the customary term from May 18th. 1929 to May 18th. 1945 at an annual rental of $25.00 payable in advance each year, said lease to be issued in similar form to all other leases in the subdivision.

Yours truly,

H. A. Poppy

(H. A. Poppy)

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 10 1929
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., July 5, 1929.

Sir:

I have the honor to transmit herewith application dated May 1st. received from Mr. H. A. Poppy, of Gibson's Landing, to lease Lot No.24 in the Chekwelp Reserve No.26 summer camp subdivision of the Squamish Band at Howe Sound for a term from May 18th. 1929 to May 18th. 1945 at an annual rental in advance of the sum of $25.00. I would recommend that triplicate lease in favor of Mr. Poppy be issued and forwarded to me in due course for execution and I would further advise that the first year's rental was paid in advance and forwarded to the Department with my rental return dated May 15th. last. Mr. Poppy has been in possession of the lot since May 18th. last and his formal application for the lot has since been prepared at my request.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 10 1929
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., July 5, 1929.

1/140

Sir:

I beg to request that the Department be good enough to issue triplicate lease to Lot No.22 in the Chekwelp Reserve No.26 Squamish Reserve subdivision for the usual term from May 18th. 1929 to May 18th. 1945 in favor of Winifred Smith.

The rental to be paid on this lot will be $15.00 per year instead of $25.00 as charged with respect to the beach leases, this lot being a back lot and we can not expect to obtain a larger rental than that now proposed. Kindly have the lease sent to me for execution as soon as may be convenient.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ret Phs

Ottawa, July 13th, 1929.

Dear Sir,-

In reply to your letter of the 5th instant, I enclose herewith for signature draft leases in triplicate to Mr. H. A. Poppy of Gibson's Landing for lot #24 in the Chekwelp Reserve No. 26 summer camp subdivision. Upon return of these leases, bearing Mr. Poppy's signature, the duplicate and triplicate copies will be returned to you, bearing the signature of the Deputy Superintendent General.

Enclosures.

Yours very truly,

(A. F. McKenzie)
Acting Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER, British Columbia.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 12 1929
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., July 5, 1929.

1/40

Sir,

I beg to request that the Department be good enough to issue lease in triplicate under the usual terms to Lot No.25 in the Chekwelp Reserve No.26, Squamish Band subdivision, in favor of E. M. White, of the City of Vancouver, the rental of this lot to be at the rate of $20.00 per year, the lease to commence May 18th. 1929. Mr. White has today paid the first year's rental of $20.00 which amount is $5.00 per year less than the amount paid for the better beach lots. The Department left it with me to obtain the best rentals possible with respect to these lots and I am doing so.

I would point out that now that all the better lots have been disposed of by lease we shall probably find it necessary to lease the balance of the lots at $15.00 per year as most of them are covered with heavy brush and are precipitous, although in certain cases an individual preference might be for the privacy of a lot so conditioned and located. I am doing my best to secure the maximum rental for each of these lots. The lot herein referred to is very steep and irregular and the rental of $20.00 obtained for the same is considered very good.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, July 17th, 1929.

Sir,-

I enclose herewith the duplicate and triplicate copies of lease issued by the Department to the Rev. S. H. Smith covering lot No. 6 in the Chekwelp Reserve. These leases have been signed by the Acting Deputy Superintendent General and the original retained for purposes of record. (No 190)

Enclosures

Your obedient servant,

(A. F. McKenzie)
Actg. Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 17 1929
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., July 12, 1929.

Sir:

I have the honor to transmit herewith triplicate lease in favor of Ellerton Hopper with respect to Lot No.11., Chekwelp Reserve No.26 of the Squamish Band of Indians, in order that the same may be finally executed by the Department.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, July 19th, 1929.

Sir,-

In reply to your letter of the 5th instant, I enclose herewith draft leases in triplicate to be signed by Mr. M. M. White of the City of Vancouver, to whom the Department, on your recommendation, has agreed to lease lot No.25 in the subdivision of Chekwelp Reserve No.26. Following the signature of these leases by Mr. White and their return to the Department, the duplicate and triplicate copies will be forwarded to you bearing the signature of the Deputy Superintendent General.

Enclosures.

Your obedient servant,

(J. D. McLean)
Actg. Assistant Deputy & Secretary.

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa. July 25, 1929

Sir,-

Referring to your letter of the 5th instant, I enclose Lease, in triplicate, in favor of Winifred Smith, covering Lot 22 in the Chekwelp Reserve No. 26, for signature by the said lessee and afterwards, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber.

Charles C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 24 1929
SURVEYS

Vancouver Agency, B.C.,
415 Winch Building,
Vancouver, July 19th, 1929.

I/140

DEPT. OF INDIAN AFFAIRS
JUL 27 1929
SURVEYS

1. Surveys
2. Lands

Sir,-

May I request that the Department be good enough to have sent to me as early as may be convenient, the largest scale map the Department may have of the Chekwelp Reserve No.26A, of the Squamish Band of Indians. I should point out that there is a reserve by the same name "Chekwelp No.26", but this is not the one referred to. The map I desire to have is of the additional small reserve "26A".

I addressed a letter to the Department regarding this reserve, on September 9th, 1927, in which I pointed out that it may be possible a little later to lease three lots in the area of this small reserve. I think I am now in a position to secure three lessees, on the same terms and conditions as those applying to No.26. If the Department approves, I will subdivide the area into three lots, Mr. Fothergill who has occupied the reserve for the past few summers retaining one lot and leasing the other two lots to other parties.

It is quite possible and probable that I shall be able to lease the three lots at a rental of $25.00 per year each and if so, the revenue will be quite good for this small piece. It would be used for summer camp purposes only; and a very small portion which holds an ancient grave of an unknown Indian will be kept outside the survey of lots.

The Secretary,
Department of Indian Affairs,
OTTAWA, ONT.

Your obedient servant,
Charles C. Perry,
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42

Ottawa, July 29, 1929.

Sir,-

Referring to your letter of the 12th instant, I enclose, for the usual disposition, duplicate and triplicate of Lease No. 194, in favor of Ellerton Hopper, covering Lot No. 11, Chekwelp Indian Reserve No. 26.

Enclosure.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber.

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

I agree with the agents letter 19 inst
Only plan we have of Chekwelp 20264
is 40 c to inch and as reserve is as an
island under this would not give him
any information 5000.
C 1182 20264

Possibly there is a tracing in the
field notes (in Hitchburn's office) on
a larger scale but I can't see
that it would give him more than
the above sketch.

30/7/29 Robertson

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26
pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13-167-42.

August 2nd, 1929.

Dear Sir,-

I desire to acknowledge your letter of the 19th ultimo, referring to Chekwelp Reserve #26 A and note with approval your proposition to sub-divide and lease this Indian property.

I regret to have to inform you that the Department is not in a ppsition to furnish you with a map of this Reserve which would be of any use. The departmental map contains very little detail and is drafted on a scale of forty chains to the inch. It may be, however, that there is a better and more up-to-date tracing of this Reserve in the Commissioner's office in Victoria. You might enquire as to this.

Your obedient servant,

(A. F. McKenzie)
Actg.Assistant Deputy & Secretary.

Chas. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
VANCOUVER, B. C.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 8 1929
REGISTRY

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., August 6, 1929.

1/140

Sir:

I have the honor to transmit herewith, to be finally executed by the Department, lease, in triplicate, in favor of Mr. E. M. White with respect to lot No.25, Chekwelp No.26 Reserve of Squamish Band, B.C.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 12 1929
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., August 7, 1929.

Sir:

I have the honor to acknowledge receipt of Departmental letter No.13167-42, dated July 17th. ultimo, covering duplicate and triplicate of lease to Lot No.6, Chekwelp Indian Reserve No.26 of the Squamish Band.

In reply I beg to say that the triplicate lease has been sent to Rev. S. H. Smith and the duplicate filed, in the usual way.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 12 1929
RECORDS

VANCOUVER AGENCY

415 Winch Building,
Vancouver, B.C., August 7, 1929.

Sir:

I have the honor to acknowledge receipt of Departmental letter No.13167-42, dated July 13th. ultimo, covering triplicate lease in favor of H. A. Poppy with respect to lot No.24, Chekwelp No.26 Reserve, Squamish Band, for execution by the lessee.

In reply I beg to say that the lease, in triplicate, has been sent to Mr. Poppy for signature.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
AUG 12 1929
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., August 6, 1929.

1140

Sir:

I have the honor to acknowledge, with thanks, receipt of Departmental letter No. 13,167-42, dated July 25th. ultimo, covering triplicate lease with respect to Lot No.22 in the Chekwelp No.26 Reserve of the Squamish Band, for siganture by the lessee and afterwards, to be returned to the Department for final execution.

I wish to advise that the leases have today been sent to the lessee - Mrs. Winifred Smith.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., August 6, 1929.

Sir:

I have the honor to acknowledge receipt of Departmental letter No. 13,167-42, dated July 29th. ultimo, covering duplicate and triplicate of lease No. 194 in favor of Mr. Ellerton Hopper with respect to Lot No.11, Chekwelp No.26 Reserve of the Squamish Band.

In reply I beg to say that the triplicate lease has been sent to Mr. Hopper and the duplicate filed in the customary way.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF INDIAN AGENT
D. I. A. OF INDIAN AFFAIRS
AUG 14 1929
RECORDS

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., August 7, 1929.

Sir:

I beg to acknowledge receipt of Departmental letter No. 13167-42, dated July 12, ultimo, covering triplicate lease to Lot No.10, Chekwelp No.26 Reserve of the Squamish Band, in favor of Mrs. Winifred Smith.

This lease has been sent to the lessee for execution.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 12 1929
ASSORED

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., August 7, 1929.

1140

Sir:

I have the honor to transmit herewith triplicate lease with respect to Lot No.10, Chekwelp No.26 Reserve of the Squamish Band, in favor of Mrs. Winifred Smith, to be finally executed by the Department. Mrs. Smith has requested a proviso be made in this lease giving her the right to remove her buildings in the event of the lease not being renewed on expiration of the present term. This could be granted provided Mrs. Smith pays her rental to the end of the lease term.

Your obedient servant,

(C. C. Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, August 19, 1929

Sir,-

Referring to your letter of the 6th instant, I enclose duplicate and triplicate of Lease No. 195, in favor of E. M. White, covering Lot 25, Chekwelp Indian Reserve No. 26, for the usual disposition.

Enclosure.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber

C. C. Perry, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
AUG 29 1929
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., August 24, 1929.

Sir:

I have the honor to acknowledge receipt of Departmental letter dated August 19th., No.13167-42, covering duplicate and triplicate of lease No. 195 in favor of E. M. White covering lot 25, Chekwelp Indian Reserve No.26 for the usual disposition. In reply I beg to say that the triplicate lease has been sent to Mr. White and the duplicate placed on file with my records.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 29 1929
RECORDS

VANCOUVER AGENCY.

1140

Lands

415 Winch Building,
Vancouver, B.C., August 24, 1929.

Sir:

I have the honor to acknowledge, with thanks, receipt of Departmental letter dated August 19th., No. 13167-42, covering duplicate and triplicate of lease No. 196 in favor of Mrs. Winifred Smith with respect to Lot No.10, Chekwelp Indian Reserve No.26 of the Squamish Band, for the usual disposition.

In reply I beg to advise that the triplicate lease has been sent to Mrs. Smith and the duplicate placed with my records as directed. Mrs. Smith has been advised of the Department's decision in regard to her request to remove her buildings at the expiration of the present term conditionally as arranged.

Your obedient servant,

(C. C. Perry)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, May 17, 1930.

Sir,-

Referring to letter of the 7th August last, from your predecessor, in regard to lease in favor of Mr. H. A. Poppy, covering Lot No. 24, Chekwelp Reserve No. 26, I have to request that you will be good enough to state what further action has been taken in this matter.

A payment of $20.00 was forwarded with December rent return, but, as the lease in question has not been finally executed by the Department, it is not possible to credit the money.

Your obedient Servant,

F. C. Caldwell.
Director of Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
415 WINCH BUILDING
VANCOUVER, B.C.

MAY 26 1930
RECORDED

13,167-42.

May 21, 1930.

Sir:

I beg to acknowledge receipt of your letter of the 17th. instant with reference to lease to Mr. H. A. Poppy. I have addressed several letters to Mr. Poppy without hearing from him and still have the matter in hand. Unless he replies and makes some definite statement as to his intention I will apply to have his application cancelled. The difficulty has been that this man has done some work on the lot in the way of clearing and he expected to be reimbursed for it.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/AC

The Assistant Deputy and Secretary,
Department of Indian Affairs,
Ottawa, Ont.

9.6.1930

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Triplicate. File 13,167-42.

THIS INDENTURE, made this Thirteenth day of July in the year of our Lord One thousand nine hundred and twenty-nine.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And H. A. Poppy,

~~of the~~ of Gibson's Landing in the Province of British Columbia.

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number twenty-four according to plan of subdivision by T. T. Bartlett.

TO HAVE AND TO HOLD the said demised premises for and during the term of sixteen years from the Thirteenth day of July _____, One thousand nine hundred and twenty -nine. Yielding and paying therefor during the said term the yearly rent of Twenty-five dollars, payable yearly in advance on the Thirteenth day of July in each year of the said term, ~~-the first payment to become due and payable on the day of---------- One thousand nine hundred and~~

Payment of rental for the first year is hereby acknowledged.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this Indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED In the presence of	)	
	)	
	)	
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	)	Deputy of the Superintendent General of Indian Affairs.
	)	
	)	
As to the signature of -	)	X

H. A. Poppy,

X

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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File 13,167-42.

Duplicate.

THIS INDENTURE, made this **Thirteenth** day of **July** in the year of our Lord One thousand nine hundred and twenty-**nine**.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And **H. A. Poppy**

~~of the~~ of **Gibson's Landing** in the Province of **British Columbia.**

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number **twenty-four** according to plan of subdivision by T. T. Bartlett.

TO HAVE AND TO HOLD the said demised premises for and during the term of **sixteen** years from the **Thirteenth** day of **July** _____, One thousand nine hundred and twenty-**nine**. Yielding and paying therefor during the said term the yearly rent of **Twenty-five** dollars, payable yearly in advance on the **Thirteenth** day of **July** in each year of the said term, ~~the first payment to become due and payable on the day of One thousand nine hundred and~~

Payment of rental for the first year is hereby acknowledged.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this Indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED In the presence of	)	
	)	
	)	
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	)	Deputy of the Superintendent General of Indian Affairs.
	)	
	)	X
As to the signature of - H. A. Poppy,	)	

X

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

Original

THIS INDENTURE, made this Thirteenth day of July in the year of our Lord One thousand nine hundred and twenty-nine.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

H. A. Poppy,

of Gibson's Landing in the Province of British Columbia

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number twenty-four according to plan of subdivision T. Bartlett.

TO HAVE AND TO HOLD the said demised premises aforesaid during the term of sixteen years from the Thirteenth day of July, One thousand nine hundred and twenty-nine. Yielding and paying therefor during the said term the yearly rent of Twenty-five dollars, payable yearly in advance on the Thirteenth day of July in each year of the said term, ~~the first payment to become due and payable on the day of [illegible] one thousand nine hundred and~~ Payment of rental for the first year is hereby acknowledged. And the said party of the second part hereby for himself, his heirs, executors and administrators, covenants with the said party of the

The original of this Document has been removed for reproduction in the Records of the Indian Land Registry.
Dec 11 1972
Signature

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

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his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this Indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED In the presence of	)	
	)	
	)	
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	)	Deputy of the Superintendent General of Indian Affairs.
	)	
	)	
As to the signature of - H. A. Poppy,	)	

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

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VICTORIA, B. C.
VANCOUVER, B. C.
CALGARY, ALTA.
EDMONTON, ALTA.
REGINA, SASK.
WINNIPEG, MAN.
LONDON, ONT.

W. P. RATHBONE
MANAGER

HEAD OFFICE & WORKS
MONTREAL

CRANE
LIMITED

540 BEATTY ST.
VANCOUVER, B. C.

HAMILTON, ONT.
TORONTO, ONT.
OTTAWA, ONT.
SHERBROOKE, QUE.
QUEBEC, P. Q.
HALIFAX, N. S.

TELEPHONE
SEYMOUR 8980

July 12 - 1929

Mr C C Perry
Indian Agent

Dear Sir

I wish to tender my application for lease of Lot 24 of the Chekmely Reserve No. 26 of the Squamish Band for the year 1930 and ensuing years. I would appreciate it very much if you would advise me of any new developments regarding this lot and advise me as soon as possible if my application is successful.

Yours Truly

A. C. Johnson
4123 Cambridge St
Vancouver BC

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

VICTORIA, B. C.
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540 BEATTY ST.
VANCOUVER, B. C.

HAMILTON, ONT.
TORONTO, ONT.
OTTAWA, ONT.
SHERBROOKE, QUE.
QUEBEC, P. Q.
HALIFAX, N. S.

TELEPHONE
SEYMOUR 8980

Mr C C Perry
Indian Agent

July 12 - 1929

Dear Sir

I wish to tender my application for lease of Lot 2 of Chekmelp Reserve No. 26 of the Squamish Band for the year 1930 and ensuing years. I would appreciate it very much if you would advise me of any new developments regarding this lot and advise me as soon as possible if my application is successful.

Yours Truly
A. C. Johnson
4123 Cambridge St
Vancouver B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
JUN 4 1930
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
418 WINCH BUILDING
VANCOUVER, B.C.

May 29, 1930.

Sir: File No. 13,167-42.

With further reference to your letter of the 17th. instant, I beg to advise that Mr. H. A. Poppy who applied for a lease covering Lot No.24 Chekwelp Reserve No.26, has been written several times regarding his application for a lease and also as to whether he wishes to continue in possession of this lot. The lease sent to him for signature was returned by him last year as unsatisfactory and he does not reply to any letters addressed to him, so presumably he has no intention of leasing this lot. In the second paragraph of your letter you state that payment of $20.00 was forwarded with the December rent return. I have no trace of any money from Mr. Poppy but on the December rent return is a payment of $20.00 from Robert D. Neal on another lot, whereas the lot rented by Mr. Poppy is at $25.00 per month.

7.89 167 o.k.

I am returning herewith for cancellation the lease made out in favour of Mr. Poppy and would respectfully request that another lease be made in favor of Mr. W. C. Johnson, as per his application of July 12th. 1929 enclosed herewith addressed to my predecessor. It was arranged between Mr. Perry and Mr. Johnson that if Mr. Poppy did not lease the lot again Mr. Johnson would have the privilege of leasing it subject to the approval of the Department.

I may add that Mr. Poppy's reason for not taking the place again was that he intended to sub-lease the lot to others.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball
(F.J.C.Ball)
Indian Agent.

Encl.
B/AC
The Assistant Deputy and Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, June 6th, 1930.

Sir,-

I beg to acknowledge the receipt of your letter of the 29th ultimo, relative to application of Mr. W. C. Johnson to lease Lot No. 24, formerly applied for by Mr. H. A. Poppy, in connection with which I have to request that you will be good enough to state the term for which lease is desired.

It is observed that in his letter of July 12th last, addressed to your predecessor, Mr. Johnson states that he would like to have it "for the year 1930 and ensuing year", while the term covered by lease, not executed, in favour of Mr. Poppy, was sixteen years from the 13th July, 1929, which would make possible a term of fifteen years from the 13th July next.

When reporting on this matter kindly state place of residence and occupation of the applicant, these being essential for insertion in lease, if and when issued.

Your obedient servant,

J. C. Caldwell
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(C O P Y)

VANCOUVER AGENCY.

415 Winch Building,
Vancouver, B.C., May 8, 1929.

Sir:

I wish to acknowledge, with thanks, receipt of your letter of May 1st. covering your cheque for the sum of $25.00 for one year's rental with respect to Lot No.24 in the Chekwelp Reserve No.26 summer camp subdivision. Please find official receipt herewith. Occupancy of the lot referred to by you is hereby authorized.

In your letter of May 1st. you did not make an application for a lease of the lot for a period beyond one year as was suggested by me in my letter to you of April 10th. Perhaps you will be good enough to formally apply for a lease for the customary term from May 18th. 1929 to May 18th. 1945, so that the same may be sent to the Department and a lease issued on the basis of your application.

Yours sincerely,

(C.C.Perry)
Indian Agent.

H. A. Poppy, Esq.,
Gibson's Landing,
Howe Sound,
B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(C O P Y)

VANCOUVER AGENCY.

415 Winch Building,
Vancouver,B.C., July 5, 1929.

R.

Sir:

I have the honor to transmit herewith application dated May 1st. received from Mr. H. A. Poppy, of Gibson's Landing, to lease Lot No.24 in the Chekwelp Reserve No.26 summer camp subdivision of the Squamish Band at Howe Sound for a term from May 18th. 1929 to May 18th. 1945 at an annual rental in advance of the sum of $25.00. I would recommend that triplicate lease in favor of Mr. Poppy be issued and forwarded to me in due course for execution and I would further advise that the first year's rental was paid in advance and forwarded to the Department with my rental return dated May 15th. last. Mr. Poppy has been in possession of the lot since May 18th. last and his formal application for the lot has since been prepared at my request.

Your obedient servant,

(C.C.Perry)
Indian Agent.

Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(C O P Y)

Gibson's Landing, B.C.,

May 1st. 1929.

Mr. C. C. Perry,
Indian Agent,
Vancouver, B.C.

Dear Sir:

I beg to make application to lease Lot No.24 in the Chekwelp Reserve No.26 of the Squamish Band of Indians in the District of New Westminster for the customary term from May 18th. 1929 to May 18th. 1945 at an annual rental of $25.00 payable in advance each year, said lease to be issued in similar form to all other leases in the subdivision.

Yours truly,

" H. A. Poppy"

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
JUN 18 1930
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
[illegible] WINCH BUILDING
VANCOUVER, B.C.

R

June 12, 1930.

Sir: Re file No. 13167-42,

I beg to acknowledge receipt of your letter of the 6th. instant with reference to Mr. W. C. Johnson's application to lease Lot 24, Chekwelp Indian Reserve No.26. Mr. Johnson has applied for a lease for 15 years, and as Mr. Poppy only occupied the place by permit, not having signed the lease sent to him, I would respectfully request that the lease to Mr. Johnson be made out for 15 years from the 18th. of May 1930 at $25.00 per year. This date and term will conform with practically all leases on this subdivision and will make it more convenient in collecting the rentals each year.

I enclose herewith copies of correspondence between Mr. Perry and Mr. Poppy showing that the date agreed upon for the lease was the 18th. of May and not the 13th. of July as mentioned in your letter.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

Encl.
B/AC

The Assistant Deputy and Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, June 20, 1930.

Sir,-

Referring to your letter of the 12th instant, I enclose lease, in triplicate, in favor of W. C. Johnson, covering Lot No. 24, Chekwelp Indian Reserve No. 26, for signature by the said lessee and afterwards to be returned to the Department for final execution.

Enclosure.

H.T.D.

Your obedient Servant,

J. D. Caldwell.
Director of Indian Lands & Timber.

Fred J.C.Ball, Esq.,
Indian Agent,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
VANCOUVER AGENCY
4TH BRANCH BUILDING
VANCOUVER, B.C.

DEPT. OF INDIAN AFFAIRS
JUL 2 1930
RECORDS

June 26, 1930.

File 13167-42.

Sir:

I beg to return herewith triplicate leases, duly signed by Mr. W. C. Johnson, covering Lot 24 Chekwelp Indian Reserve No. 26.

Cheque for $25 has been paid to me covering the first year's rental and will be forwarded with my rent return on the 30th inst.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent

Assistant Deputy and Secretary,
Dept. of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, July 7, 1930.

Sir,-

Referring to your letter of the 26th ultimo I enclose for the usual disposition Lease No. 226 in favour of W. C. Johnson covering Lot 24, in the Chekwelp Indian Reserve No. 26, B.C.

Your obedient servant,

J. B. Caldwell,
Director, Indian Lands & Timber

H.Q.

F. J. C. Ball, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Lands

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 17 1930
RECORDS

R

/47.

July 12, 1930.

Your File 13,167-42.

Sir,-

I beg to request that the usual lease papers be made out in favour of Stanley J.Wright, of 2170 - 33rd Ave. West, Vancouver, B.C., covering Lot 26, Chekwelp I.R.No.26, of the Squamish Band, for 15 years from the 1st of July, 1930, at $15.00 per annum. This is one of the many camping sites which I rented on this Reserve. Nos. 26 to 30 are steep and smaller than the others, hence the difference in the price.

Upon receipt of the triplicate lease, the rental for this year will be forwarded on our rent return.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Assistant Deputy and Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42

Ottawa, July 18, 1930.

Sir,-

Referring to your letter of the 12th instant, I am enclosing Lease, in triplicate, in favor of Stanley J. Wright, covering Lot 26, Chekwelp Indian Reserve No. 26, for signature by the said lessee and afterwards, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

H. C. Caldwell.
Director of Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
415 Winch Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 16 1930
RECORDS

/187.

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
August 6, 1930.

Copy

Your File 13,167-42.

Sir,-

I beg to request that the usual lease papers be made out in favour of Mrs.Thirza Eugenia Flanagan, R.R.No.1, Port Haney, B.C., covering Lot 27, Chekwelp Indian Reserve No.26, of the Squamish Band, for 15 years from the 1st of August, 1930. Nos.26 to 30 are steep and smaller than the others, hence the difference in the price.

Upon receipt of the triplicate lease, the rental for this year will be forwarded on our rent return.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

HM.

The Assistant Deputy and Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, August 19, 1930.

Sir,-

Referring to your letter of the 6th instant, I enclose Lease, in triplicate, in favor of Mrs. Thirza Eugenia Flanagan, covering Lot 27, Chekwelp Indian Reserve No. 26, for signature by the said lessee, and afterwards, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

J. C Caldwell.
Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
Vancouver,
B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

Your File 13,167-42.

/266.

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
August 22, 1930.

Sir:-

I have the honour to transmit herewith lease, in triplicate, covering Lot No.26, Chekwelp Indian Reserve No.26, issued in favour of Stanley J.Wright, 2170 - 33rd. Ave. West, Vancouver, B.C.

Lease 233.
Folio 68
Vol III

The lease has been duly signed by Mr.Wright and his signature witnessed, and it is therefore returned to the Department for final execution.

In order to have all these rentals fall due on the same date, viz. the 18th of May, I have changed the lease accordingly and this has been initialled by Mr.Wright. The reason for having the date earlier than the 1st of July is that in the event of the lease being abandoned, it will give us an opportunity of finding another lessee for that summer.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

B/HM.

The Assistant Deputy and Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, September 4, 1930.

Sir,-

Referring to your letter of the 27th ultimo, I enclose for the usual disposition Lease No. 233 in favour of Stanley J. Wright, covering Lot No. 26, Chekwelp Indian Reserve No. 26, District of New Westminster.

Your obedient servant,

J. D. Caldwell,
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 11 1930
RECORDS

Your File 13,167-42.

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Building,
September 6, 1930.

/350.

Sir,-

I have the honour to transmit herewith lease, in triplicate, covering Lot No.27, Chekwelp Indian Reserve No.26, issued in favour of Thirza Engenia Flanagan, Graduate Nurse, R.R.No.1, Port Haney, B.C.

Lease 235
File 70
VR

The lease has been duly signed by Mrs.Flanagan, and her signature witnessed, and it is therefore returned to the Department for final execution.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

HM.

The Assistant Deputy and Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, September 13, 1930.

Sir,-

I enclose, herewith, for the usual disposition lease No. 235 in triplicate, in favour of Thirza Engenia Flanagan, covering Lot No. 27, Chekwelp Indian Reserve No. 26.

Encl.

Your obedient servant,

H.G.D.

J. C. Caldwell,
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

/417.

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
September 11, 1930.

Sir,-

I beg to request that lease, in triplicate, be made out for Lot 29, in the Chekwelp Reserve No.26, Squamish Reserve subdivision, for the usual term from May 18, 1930, to May 18th, 1945, in favour of Mr. H.D.Morrison, Builder, of 220 Boundary Road, Vancouver, B.C. Rental to be paid on this Lot will be $15.00 per year.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

HM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, September 19, 1930.

Sir,-

Referring to your letter of the 11th instant, I enclose Lease, in triplicate, in favour of H. D. Morrison, covering Lot 29, Chekwelp Indian Reserve No. 26, for signature by the said lessee, and afterwards, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 23 1930
RECORDS

File

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
September 17, 1930.

/449.

Your File 13167-42.

Sir,-

I beg to acknowledge receipt of Lease No.235, in duplicate, in favour of Thirza Eugenia Flanagan, covering Lot No.27, Chekwelp Indian Reserve No.26. Triplicate copy has this day been forwarded to Mrs.Flanagan.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

HM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT 8 1930
RECORDS

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
October 3, 1930.

/553.

Your File 13,167-42.

Lease No 227 Folio 72 Vol III

Sir,-

I have the honour to transmit herewith lease, in triplicate, covering Lot 29, Chekwelp Indian Reserve No.26, issued in favour of H.D.Morrison, Builder, 220 Boundary Road, Vancouver, B.C.

The lease has been duly signed by Mr. Morrison, and his signature witnessed, and it is therefore returned to the Department for final execution.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

HM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, October 10, 1930.

Sir,-

Referring to your letter of the 3rd instant I enclose for the usual disposition, Lease No. 227, in favour of H. D. Morrison, covering Lot 29, Chekwelp Indian Reserve, No. 26.

Encl.

Your obedient servant,

J. C. Caldwell,
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

DEPT. OF INDIAN AFFAIRS
NOV 11 1930
OFFICE OF INDIAN AGENT RECORDS

Vancouver Indian Agency,
Vancouver, B.C.,
819 Metropolitan Bldg.,
November 5, 1930.

67.

Your File F13167-42.

Lease 136.

Sir,-

I have received a request from Rev.T.H.Wright who has been moved to another district that the above lease of Lot 3, Chekwelp I.R., Squamish Band, be transferred to his successor, the Rev.A.W.Ogsden, 275 E.23rd St., Vancouver, B.C. Duplicate and triplicate leases are enclosed herewith so that the necessary endorsements may be made.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, November 12, 1930.

Sir,- **Lease No. 136**

Referring to your letter of the 5th instant in regard to transfer of this lease from the Rev. T.H. Wright to the Rev. A.W.Ogsden, I beg to say that if you will obtain and forward to the Department an agreement covering such action, the matter will be given immediate consideration, as without the written consent of the original lessee, it would be quite impossible to authorize any transfer.

Your obedient servant,

P. S. O'Connor,
Acting, Director, Indian Lands & Timber.

F.J.C.Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

OK. See def 14/4/31

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

819 Metropolitan Bldg.,
Vancouver, B.C.,
January 21, 1931.

/1300.

Your File 13167-42.

DEPT. OF INDIAN AFFAIRS
JAN 29 1931
RECORDS

Sir:-

I beg to request that lease, in triplicate, be made out for Lots Nos.12 and 13, in the Chekwelp Reserve No.26, Squamish Reserve Subdivision, for the usual term from May 18, 1931, to May 18th, 1945, in favour of Mr.H.D.Morrison, Builder, of 220 Boundary Road, Vancouver, B.C. The rental for Lot 12, which is considerably smaller than the others, should be at the rate of $10.00 per annum and for Lot 13 at $15.00 per annum.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, January 28, 1931.

Sir,-

Referring to your letter of the 21st instant, I enclose Lease, in triplicate, in favour of H. D. Morrison, covering Lots Nos. 12 and 13 in the Chekwelp Reserve No. 26, for signature by the lessee, and afterwards, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 3 1931

819 Metropolitan Bldg.,
Vancouver, B.C.,
February 26, 1931.

/1540.

Your File 13,167-42.

R

Sir:-

I beg to advise that Mr.W.H.Edwards, of Gibson's Landing, who has Lease 138, Lot 8, Chekwelp Indian Reserve, Squamish Band, has applied for a lease of Lot 19 on the same Reserve. His reason for applying for this lot is in order to have a road to the main road. I respectfully request that a lease for fifteen years from the 18th of May, 1931, be granted to him at an annual rental of $15.00. In this connection Mr.Edwards has requested that his Lease 135 which expires in 1935 be extended to expire on the same day as this application for Lot 19, viz., on the 18th May, 1946. The duplicate and triplicate of his lease No.138 are enclosed herewith so that the extension may be noted thereon, if approved.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Surrender No 1040
Grant to 18 May 1945

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CL.XIB

Ottawa, March 5th, 1931.

Sir,-

I beg to acknowledge receipt of your letter of the 26th instant regarding renewal of lease No. 138, covering Lot 8, Chekwelp Indian Reserve No. 26, in favour of Mr. W. H. Edwards and requesting issue to him of lease for Lot No. 19, in connection with which I enclose the former with renewal to 18th May 1945, duly endorsed thereon, also new lease for Lot No. 19, for fourteen years from 18th May, 1931, both leases thus expiring on the same date.

Encls.

Regarding these leases, I would call your attention to the fact that under surrender No. 1040, the term granted by the Indians for leasing these lands will expire on the 18th day of May, 1945, and, consequently, all leases have been and must be issued in accordance with this condition. As you will observe from the foregoing it was not possible to comply with request made to have the leases expire on the 18th May, 1946, so that the renewal is for ten years from expiration of the present term, and new lease for fourteen years.

Your obedient servant,

J. C. Caldwell,
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 26 1931
RECORDS

Lahodt

/1745.

819 Metropolitan Bldg.,
Vancouver, B.C.,
March 21, 1931.

Sir:-

I beg to advise that I have received an application from the following persons to lease lots on Chekwelp Reserve No.26A, Squamish Band:-

P.E.Poole, 3331 Windsor Street, Vancouver, B.C.,
H.H.Grantham, 134 - 11th Ave. W. " "
G.G.Fothergill, 4364 Cambridge St., " "

This Reserve is one-half acres in the shape of a triangle and for some years past Mr.Fothergill has paid $25.00 per annum for the privilege of camping there for a few weeks each summer. There is a larger reserve near by, Chekwelp Reserve 26; which has been subdivided into lots and leased for a term of years and as this small lot is unused by Indians and could be made a source of revenue, I respectfully request that leases be made out describing the lots as follows:-

For H.H.Grantham: the West 1/3rd of Chekwelp Reserve 26A,less the grave-yard,

For G.G.Fothergill: the Centre 1/3 of Chekwelp Reserve No.26A, less the grave-yard,

P.E.Poole: the East 1/3rd of Chekwelp I.R.No. 26A.

The portion referred to as the grave-yard is the triangle at the Northern corner of the Reserve. The graves now are not very clearly defined, but the Indians advise me the reason this piece of land was set aside as a Reserve was because at that time two or three mounds were found which were probably graves. The sketch below shows the relative positions of the proposed lots and it might be advisable to have this Reserve surveyed and subdivided. It has been done by rough measurements in the sketch, which will be acceptable to each party, but under file 13167-42, you advised my predecessor there was no map in Ottawa large enough to be of any use and there does not appear to be one in existence at the Commissioner's office. Personally I consider the fence on the east boundary of the Reserve belonging to a Mr.Doherty is encroaching several feet on the Reserve and

taking.....

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

taking in too much of Soames Creek and the survey would determine this.

If leases are granted they should be made for fifteen years payable at $25.00 per annum on June 1st of each year, commencing June 1, 1931.

I have the honour to be,
Sir,
Your obedient servant,

Enclosure:-

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Surveys

Also for surrender please

Ottawa, March 28, 1931.

Sir,- Re Lease No. 136 - Rev. J. H. Wright,
Lot No. 3, Chekwelp Ind. Reserve

Referring to official communication of the 12th November last regarding transfer of this lease to Rev. A. W. Ogsden, I have to request that you will be good enough to report what further action is desired in this matter. At present the lease in question is on file in the Department, awaiting consent in writing of the lessee, and it is desirable that definite action should be taken.

Your obedient servant,

F. C. Caldwell,
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

MENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 31 1931
RECORDS

819 Metropolitan Bldg.,
Vancouver, B.C.,
March 26, 1931.

/1777.

Your File F.13167-42.

R

Dear Sir:-

I beg to return herewith lease, in triplicate, covering Lot 19, Chekwelp I.R.No.26, issued in favour of Mr.W.H.Edwards and duly signed by him. This lease is being returned for final execution and return to this office.

Lease 243
Folio 84
Vol III

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-42

Ottawa, 2nd April 1931

Sir,-

Your ref.No.1745

In reply to your letter of the 21st ultimo regarding the leasing of Chekwelp Indian reserve No.26A, containing half an acre, to P.E.Poole, H.H.Grantham and G.G.Fothergill, I may say that your sketch does not give a very good idea as to how it may be divided.

I am enclosing a pencil sketch of the reserve as it is shown on this plan, on a scale of one chain or 66 ft to an inch. You should have the lands measured and the distances to each parcel, including that reserved for the cemetery, shown on this plan so that proper descriptions of the several parcels may be made.

Your obedient servant,

(A.F.MacKenzie)
Secretary

F.J.C.Ball Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, April 9, 1931.

Sir,-

Referring to your letter of the 26th ultimo,

Encl. I enclose for the usual disposition, Lease No. 243, in favour of W. H. Edwards, covering Lot 19, Chekwelp Indian Reserve No. 26.

Your obedient servant,

H.Q.

D. C. Caldwell,
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
APR 15
RECORDS

819 Metropolitan Bldg.,
Vancouver, B.C.,
April 8, 1931.

/1868.

Your File 13167-42.

Re Lease 136, Rev.T.W.Wright,
Lot 3, Chekwelp (Squamish) I.R.

Sir:-

I beg to acknowledge receipt of your letter of the 28th ultimo and am making further effort to obtain the necessary consent in writing to transfer. Mr.Wright is living in the Northern part of British Columbia and Rev.Mr.Ogsden states he has written twice without reply. I regret the delay in this matter, Mr.Ogsden has suffered a bereavement lately and this has also delayed the matter.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

I hereby apply to the Department of Indian Affairs to have Lot No 3 of the Cowichan Indian Reserve transferred from my name to that of Rev. A. W. Ogston.

Signed: —

T. H. Wright

Hazelton B.C.
March 6th 1931.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
P.R. 1001
B. Decontie
Signature
10/4 1974

VANCOUVER INDIAN OFFICE
APR 18

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OF INDIAN AFFAIRS
APR 20 1931
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

819 Metropolitan Bldg.,
Vancouver, B.C.,
April 14, 1931.

/1897.

Your File 13167-42.

R

Re Lease 136 - T.H.Wright.

Dear Sir:-

I beg to refer to your letter of the 28th ultimo and to enclose herewith the consent in writing to transfer this lease to the Rev.A.W.Ogsden.

I have the honour to be,
Sir,
Your obedient servant,

Enclosure:-

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, April 22, 1931.

Sir,-

Referring to your letter of the 14th instant and prior correspondence, I enclose for the usual disposition, Lease No. 136, covering Lot No. 3, Chekwelp Indian Reserve, with transfer to Rev. A. W. Ogsden duly endorsed thereon.

Encl.

Your obedient servant,

J. C. Caldwell,
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
APR 21 1931
OFFICE OF INDIAN AGENT RECORDS

819 Metropolitan Bldg.,
Vancouver, B.C.,
April 16, 1931.

/1912.

Your File 13167-42.

Sir:-

I beg to return herewith the triplicate leases made out in favour of H.D.Morrison for Lots 12 and 13, Chekwelp Reserve No.26, Squamish Band.

Mr.Morrison has asked that the lease be made out for Lot 13 only at a price of $15.00 instead of Lots 12 and 13 for $25.00 and the leases are returned for the alteration to be made.

I may say that the reason for this is that the Provincial Assessor has recently sent all the lessees of these campsites a tax notice which they feel is not a fair charge against them as they use the lots for a few weeks only and most of them have homes and other taxable property elsewhere.

I respectfully request that the leases be changed and returned for signature.

I have the honour to be,
Sir,
Your obedient servant,

B/HM.

Fred J.C. Ball

Enclosures:-

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, April 23, 1931.

Sir,-

Referring to your letter of the 16th instant, I enclose Lease, in triplicate, in favor of H. D. Morrison covering Lot 13, Chekwelp Indian Reserve No. 26, for signature by the lessee, and afterwards, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

J. G. Caldwell.
Director of Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 11 1931
RECORDS

819 Metropolitan Bldg.,
Vancouver, B.C.,
May 5, 1931.

/1265.

Your File 13,167-42.

Sir,-

I beg to request that the usual lease papers be made out in favour of Mrs.Catherine McIver, 4347 James Street, Vancouver, B.C., covering Lot No.1, Chekwelp I.R.No.26, of the Squamish Band, from the 18th of May, 1931, to 18th May, 1945, at an annual rental of $10.00. Lot No.1 is in the shape of a triangle and considerably smaller than the other lots, hence the difference in price.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, May 13, 1931.

Sir,-

Referring to your letter of the 5th instant, I enclose lease in triplicate, in favour of Mrs. Catherine McIver, covering Lot No. 1, Chekwelp Indian Reserve No. 26, for signature and afterwards to be returned to the Department for final execution.

Encl.

Your obedient servant,

J. C. Caldwell,
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 27 1931
RECORDS

819 Metropolitan Bldg.,
Vancouver, B.C.,
May 14, 1931.

/1324.

Your File 13,167-42.

Sir,-

I have the honour to transmit herewith lease, in triplicate, covering Lot No.13, Chekwelp Indian Reserve No.26, issued in favour of H.D.Morrison, Builder, 220 Boundary Road, Vancouver, B.C.

Lease 250
Folio 97
Vol III

The lease has been duly signed by Mr. Morrison, and his signature witnessed, and it is therefore returned to the Department for final execution.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, May 29, 1931.

Sir,-

Referring to your letter of the 14th instant, I enclose, for the usual disposition, Lease No. 249, in duplicate, in favour of H. D. Morrison, covering Lot No. 13, Chekwelp Indian Reserve No. 26,

Enclosure.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

KNOW ALL MEN BY THESE PRESENTS, that I, Ellerton Hopper, Insurance Agent, of the City of Vancouver, Province of British Columbia, for and in consideration of the sum of $1.00 of lawful money of Canada to me in hand paid by Mrs. Nettie G. Hopper, of the City of Vancouver, Province of British Columbia, the receipt of which is hereby by me acknowledged have assigned, transferred and set over any by these presents do assign, transfer, and set over under the said Mrs.Nettie G.Hopper, her heirs and assigns, all my right, title, interest or claim that I have or may have to a lease issued by the Department of Indian Affairs in favour of myself bearing No. 194 and dated June 22, 1929, and with respect to Lot 11, Chekwelp Indian Reserve No.26, District of New Westminster, in the Province of British Columbia.

To have and to hold same with every benefit that may or can be derived from the said lease unto the said Mrs.Nettie G.Hopper, her heirs and assigns forever.

IN WITNESS whereof I have hereunto set my hand at the City of Vancouver, B.C., this 15th day of May, one thousand nine hundred and thirty-one.

Signed, and delivered in the presence of)
)
)
)
)
)
)

Helen M. Milne

Ellerton Hopper

The original of this Document has been removed for retention in the Records of the Indian Land Registry
Per Signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

RE LEASE NO.194, COVERING LOT NO.11,
CHEKWELP I.R.NO. 26.

I hereby make formal application for transfer to me by Ellerton Hopper of his lease covering the above-mentioned lot which lease is dated June 22, 1929, and has been assigned to me by assignment dated 15th of May, 1931.

If this transfer is approved, I hereby agree to carry out the terms of the original lease to Mr.Hopper.

Dated at Vancouver, B.C., this 15th day of May, 1931.

Witness:-

Helen M. Milne

Nettie G. Hopper.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Signature

19

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R.

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 28 1931
RECORDS

819 Metropolitan Bldg.,
Vancouver, B.C.,
May 23, 1931.

/1343.

Your File 13,167-42.

Dear Sir:-

I beg to enclose herewith an application from Ellerton Hopper for transfer of his Lease 194, Chekwelp I.R.No.26, of the Squamish Band, covering Lot No.11, to his wife Nettie G.Hopper and the leases are returned herewith for the necessary endorsement to be made thereon.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, June 2, 1931.

Sir,-

Referring to your letter of the 23rd ultimo, in connection with application of Ellerton Hopper for transfer of his Lease, No. 194, covering Lot No. 11, Chekwelp Indian Reserve No. 26, to his wife, Nettie G. Hopper, I enclose the said lease, in duplicate, with transfer to Mrs. Hopper duly endorsed thereon.

Enclosure.

H.Q.

Your obedient Servant,

J. D. Caldwell.
Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUN 15 1931
RECORDS

819 Metropolitan Bldg.,
Vancouver, B.C.,
June 9, 1931.

/2246.

File 13167-42.

Dear Sir:-

I beg to enclose herewith lease in triplicate covering Lot No.1, Chekwelp Indian Reserve No.26. This has been duly signed by Mrs.Catherine McIver and witnessed and is returned to the Department for final execution.

Lease 253
Folio 101
Vol III

Enclosures:-

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

June 18th, 1931.

Sir,-

Referring to your letter of the 9th instant I enclose, for the usual disposition, duplicate and triplicate copies of Lease No. 253, in favour of Mrs. Catherine McIver, covering Lot No. 1, Chekwelp Indian Reserve No. 26, New Westminster District, B. C.

Your obedient servant,

H.Y.O.

J. C. Caldwell,
Director, Indian Lands & Timber.

Enclosures.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver,
B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

RE LEASE NO.190 COVERING LOT 6,
CHEKWELP INDIAN RESERVE NO. 26.

I hereby make formal application for transfer to me by S.H.Smith of his lease covering the above-mentioned lot which lease is dated September 18, 1928, and has been assigned to me by assignment dated the 10th day of June 1931

If this transfer is approved, I hereby agree to carry out the terms of the original lease to Mr. S.H.Smith.

Dated at Vancouver, B.C., this 10th day of June, 1931.

Witness:-

G.H.Stead

Esther Stead

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Signature

Dec 11 1977

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The original of this Document has been removed for retention in the Records of the Indian Lands and Registry

Ken Memorandum

KNOW ALL MEN BY THESE PRESENTS, that I, S.H. Smith, of the City of Vancouver, Province of British Columbia, for and in consideration of the sum of $1.00 of lawful money of Canada to me in hand paid by Mrs. Esther Stead, of 1650 Acadia Street, Vancouver, B.C. the receipt of which is hereby by me acknowledged have assigned, transferred, and set over, and by these presents do assign, transfer, and set over under the said Mrs.Esther Stead, her heirs and assigns, all my right, title, interest or claim that I have or may have to a lease issued by the Department of Indian Affairs in favour of myself bearing No. 190, and dated September 18, 1928, and with respect to Lot No. 6, Chekwelp Indian Reserve No.26, in the Province of British Columbia.

To have and to hold same with every benefit that may or can be derived from the said lease unto the said Mrs.Esther Stead, her heirs and assigns forever.

IN WITNESS whereof I have hereunto set my hand at the City of Vancouver this 10th day of June one thousand nine hundred and thirty-one.

Signed, and delivered in the presence of

G H Stead

As to the signature of S.H.Smith

G H Stead

As to the signature of Esther Stead

S H Smith

Esther Stead

The original of this Document has been removed for retention in the Records of the Indian Lands and Registry

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUN 20 1931
RECEIVED

819 Metropolitan Blag.,
Vancouver, B.C.,
June 15, 1931.

/2297.

Reynolds

Your File 13,167-42.

Sir:-

I beg to enclose herewith an application from Reverend S.H.Smith for transfer of his Lease No.190, Chekwelp I.R.No.26, of the Squamish Band, covering Lot No.6, to Mrs. Esther Stead, and the leases are returned herewith for the necessary endorsement to be made thereon.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, June 23, 1931.

Sir,-

Referring to your letter of the 15th instant. I enclose Lease No. 190, in duplicate, in favour of Rev. S. H. Smith, covering lot 6 in the Chekwelp Indian Reserve No. 26, with transfer to Mrs. Esther Stead endorsed thereon.

Enclosure.

H.G.O.

Your obedient Servant,

J. C. Caldwell,
Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 4 1931
RECORDS

Lot 31

/2512.

819 Metropolitan Bldg.,
Vancouver, B.C.,
July 29, 1931.

Sir:-

I beg to apply for the necessary agreement, in triplicate, for leasing Lot 31, Chekwelp Reserve, (Squamish No.26) for a period of 15 years from May 18, 1931, to Mr.Laurence M.Reid, accountant, 110 Alexander Street, Vancouver, B.C., at an annual rental of $15.00.

I have the honour to be,
Sir,
Your obedient servant,

F.J.C. Ball

B/HM.

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13.167-42.

Ottawa, August 11, 1931.

Sir,-

Enclosure.

Referring to your letter of the 29th ultimo, I enclose Lease, in triplicate, in favour of Mr. Laurence M. Reid, covering Lot 31, Chekwelp Reserve No. 26, for signature by the lessee and to be returned to the Department for final execution. I may say that the lease has been made out for a term of fourteen years from the 18th May, 1931, as the period for which surrender of this Reserve was granted expires on the 18th May, 1945.

Your obedient Servant,

J. C. Caldwell.
Director of Indian Lands & Timber.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

D[illegible]RTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

819 Metropolitan Bldg.,
Vancouver, B.C.,
August 27, 1931.

/2659.

Legal

DEPT. OF INDIAN AFFAIRS
SEP 1 1931
RECORDS

R

Your File 13,167-42.

Lease 264
Folio 114
Vol 111

Dear Sir:-

I beg to enclose herewith for final execution lease, in triplicate, covering Lot 31, Chekwelp I.R. No.26, of the Squamish Band, which has been signed by Mr.Laurence M.Reid, and his signature witnessed.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J C Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, September 2, 1931.

Sir,-

Referring to your letter of the 27th ultimo, I enclose, for the usual disposition, duplicate and triplicate copies of Lease No. 264, in favour of Lawrence M. Reid, covering Lot 31, Chekwelp Indian Reserve No. 26, District of New Westminster.

Your obedient servant,

H.G.O.

P. J. O'Connor,
Acting Director, Indian Lands & Timber.

Enclosures.

F. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

R

DEPT. OF INDIAN AFFAIRS
SEP 9 1931
RECORDS

MENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

819 Metropolitan Bldg.,
Vancouver, B.C.,
September 2, 1931.

/2695.

Sir:-

I beg to request that the usual lease papers be made out in favour of Mr. James Lee, 4360 Main Street, Vancouver, B.C., covering Lots 45 and 46, Chekwelp I.R. No.26, Squamish Band, at an annual rental of $15.00 per lot. The lease should be for a period of fourteen years, expiring in 1945.

I have the honour to be,
Sir,
Your obedient servant,

Fred J C Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 8 1931
RECEIVED

2696.

819 Metropolitan Bldg.,
Vancouver, B.C;,
September 2, 1931.

Sir:-

I beg to request that the usual lease papers be made out in favour of Mr.Archie Galbraith Watson, Insurance Adjustor, 3968 Dunbar Street, Vancouver, B.C., covering Lot No.32, Chekwelp I;R.No.26, of the Squamish Band, at an annual rental of $15.00. The lease should be for a period of fourteen years, expiring in 1945.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42

Ottawa, September 12, 1931.

Sir,-

Referring to your letters of the 2nd instant, I enclose Leases, in triplicate, in favour of Mr. Archie Galbraith Watson, covering Lot 32, and in favour of Mr. James Lee, covering Lots Nos. 45 and 46, Chekwelp Indian Reserve No. 26, for signature by the lessees, and afterwards, to be returned to the Department for final execution.

Enclosures.

Your obedient Servant,

P. J. O'Connor,
Acting Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPAR[illegible]F INDIAN AFFAIRS
[illegible]NADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 11 1931
RECEIVED

819 Metropolitan Bldg.,
Vancouver, B.C.,
September 4, 1931.

/2718.

R

Your File 13167-42.

Dear Sir:-

I beg to enclose herewith duplicate and triplicate of Lease 237 covering lot 29, Chekwelp I.R.No.26, for cancellation. Mr.H.D.Morrison has requested cancellation because of the recent taxation placed upon both land and improvements of these summer lots.

He has another Lot No.13 leased and states he can not afford to pay for both lots which are only used two months in the year and I respectfully request that his request be granted.

It will be seen that the date is given as May 18th in each year but as he took possession only on September 18th he does not feel liable to payment of another year's rental.

The other lessees of these lots strongly resent taxation as they considered Indian reserve lands were not subject to a Provincial land tax, and as they use these summer camps for but a short time each year, it is rather a disagreeable situation and adversely affects the renting of other lots.

Enclosures:-

B/HM.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, September 15, 1931.

Sir,-

I desire to acknowledge the receipt of your letter of the 4th instant, with which you return to the Department the duplicate and triplicate copies of lease issued by the Department to H. D. Morrison, of the City of Vancouver, covering Lot No. 29 in the Chekwelp Indian Reserve subdivision.

The reasons which you intimate Mr. Morrison gives for a proposed cancellation of this lease cannot be accepted by the Department, and we must insist upon a continuance of the contract and the payment of the annual rental involved. I am of the opinion that it would be a most embarrassing precedent were the Department to agree to a cancellation of the lease for any such cause as given by Mr. Morrison. The question of local taxation is one in which the Department is not concerned, and the lessee alone must assume responsibility. The duplicate and triplicate copies of this lease are accordingly returned herewith, and Mr. Morrison should be promptly advised that the lease remains current. Any arrears of rental should be collected without delay.

Enclosures.

Your obedient Servant,

A. F. MacKenzie,
Secretary.

F. J. C. Hall, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 21 1931
RECORDS

819 Metropolitan Bldg.,
Vancouver, B.C.,
September 15, 1931.

/2790.

Sir:-

I beg to request that the usual lease papers be made out in favour of John W.E.Stopherd, automobile mechanic, of Vancouver, B.C., covering Lot No.15, Chekwelp Indian Reserve No.26, of the Squamish Band, at an annual rental of $15.00. The lease should be for a period of fourteen years, expiring in 1945.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

September 30th, 1931.

Sir,-

Referring to your letter of the 15th instant, I enclose, herewith, for signature and afterwards to be returned to the Department for final execution, lease, in triplicate, in favour of John W. E. Stopherd, covering Lot No. 15, Chekwelp Indian Reserve No. 26, in the district of New Westminster.

Your obedient servant,

J. G. Caldwell,
Director, Indian Lands and Timber.

Enclosures.

Fred. J. C. Ball, Esq.,
Indian Agent,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 30 1931

819 Metropolitan Bldg.,
Vancouver, B.C.,
September 25, 1931.

/2843.

Your File 13,167-42.

Dear Sir:-

I beg to return herewith lease, in triplicate, covering Lot No.32, Chekwelp Indian Reserve No.26, which has been signed by Mr.Archie Galbraith Watson, and his signature duly witnessed.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
SEP 30
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

819 Metropolitan Bldg.,
Vancouver, B.C.,
September 25, 1931.

/2850.

Your File 13,167-42.

R

Dear Sir:-

I beg to enclose herewith for final execution lease in triplicate covering Lots 45 and 46, Chekwelp Indian Reserve No.26, which has been duly signed by Mr. James Lee and his signature witnessed.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

October 6th, 1931.

Sir,-

Referring to your letters of the 25th ultimo, I enclose, for the usual disposition, Leases Nos.265 and 266, in favour, respectively, of James Lee and Archie G. Foster, covering lands in Chekwelp Indian Reserve No. 26.

H.D.

Your obedient servant,

Enclosures.

F. C. Caldwell,
Director, Indian Lands & Timber.

F. J. C. Ball, Esq.,
819 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Fiscal Year,
1931--32.

Voucher No. 5438.

Vote No. 34

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

VANCOUVER AGENCY

To Messrs. Pumps & Power Ltd.,
40 Cordova St. East,
Vancouver, B.C.

DATE	DETAIL	AMOUNT
1931.	(Departmental File No.13167-42).	
Oct.5	TO bolts, etc. for water supply system, summer camp subdivision, Chekweip I.R.No.26, Squamish Band, as per attached account----------	$5.39

40 CORDOVA STREET EAST

PHONE: SEYMOUR 1874

PUMPS & POWER LIMITED

ENGINEERS AND MACHINERY DEALERS

SOLD TO

VANCOUVER, B.C.

Oct. 5, 1931

Dept. of Indian Affairs
819 Metropolitan Bldg.,
CITY

TERMS: 30 DAYS NET. INTEREST AT 6 PER CENT. PER ANNUM ON ALL OVERDUE ACCOUNTS.

INVOICE NO. 16012

YOUR ORDER NO.
Your file #2852

QUANTITY	SIZE	DESCRIPTION	@	DIS.	AMT.
		Shipped to Geo. Soames, Grantham's Landing			
8		Bolts, to sample	.10		.80
1		Rubber Ring }			3.84
1		" Washer }			
					4.64
		Prepaid freight and cartage			.75
					5.39

6408
Oct 23/31

FORM 1470-12

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Fiscal Year,
1931--32.

EXAMINED and
found correct.

$5.39

I hereby certify that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just; also that all expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Fred G. Ball
Indian Agent

Form No. 11

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

CANADA

DEPT. OF INDIAN AFFAIRS
OCT 19 1931
RECORDS

Letter No. 12962.

Office of the Vancouver Indian Agency,

Vancouver, B.C., Oct. 14, 19 31.

Sir,

I enclose herewith Vouchers Nos. 5438,

amounting to $ 5.39 in favour

of Messrs. Pumps & Power Ltd., 40 Cordova St. East, Vancouver, B.C.

for bolts, etc. for water supply system, summer camp subdivision Chekwelp I.R.No.26, Squamish Band.

This expenditure was authorized by Departmental

Letter No. dated

(See Dept. file No.13167-42).

Your obedient servant,

Indian Agent.

ACCOUNTANTS

The Secretary,
Department of Indian Affairs,
Ottawa.

Form No. 101

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-42

EXID.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 3 1932
RECORDS

Fayles

822 Metropolitan Bldg.,
Vancouver, B.C.,
April 25, 1932.

/4212.

Your File 13,167-42.

Sir:-

With reference to your letter of September 30, 1931, in which you forwarded lease, in triplicate, in favour of John W.E.Stopherd, covering Lot No.15, Chekwelp I.R.No.26, I beg to advise that Mr.Stopherd states that owing to the present financial situation, he does not now wish the lot. He has misplaced the lease and I, therefore, am unable to return same to the Department.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 10 1932
RECORDS

/4268.

822 Metropolitan Bldg.,
Vancouver, B.C.,
May 5, 1932.

Your File 13167-42.

Sir:-

I beg to advise that rental of Lot 10, Chekwelp I.R.No.26, of the Squamish Band, covered by Lease No.196 in favour of Mrs.Winifred Smith is now almost one year overdue, and I respectfully request that permission be given me to have the lease cancelled, as I have been unable to collect any rental thereon during the past year.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

INDIAN AFFAIRS
MAY 25 1932
RECORDS

OFFICE OF THE
INDIAN AGENT

822 Metropolitan Bldg.,
Vancouver, B.C.,
May 19, 1932.

/4339.

Your File 13167/42.

Sir:-

On the 5th instant I wrote you requesting permission to cancel Lease No.196 covering Lot 10, Chekwelp Indian Reserve No.26, Squamish Band, in favour of Mrs.Winifred Smith.

Mrs.Smith called this morning and paid $25.00 for the year ending May 18, 1932, another payment of $25.00 being due yesterday which she has promised to bring in shortly.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

EXTRACT
ORIGINAL ON
31167-6

822 Metropolitan Bldg.,
Vancouver, B.C.,
May 25, 1932.

/4367.

Sir:

I am advised by Mr. Commissioner Ditchburn that he has written you recently regarding an agreement dated 30th September, 1928, between Isaac Wallace Doherty and Margaret Miranda Doherty of the first part and His Majesty the King represented by the Superintendent General of Indian Affairs of the second part covering a right-of way through the Doherty property for a pipe line to Chekwelp Reserve (Squamish No.26).

Apparently the agreement was never completed and there is no information on file in this office regarding it. From the copy which Mr. Ditchburn has sent me, it appears that we should pay the Dohertys $24.00 per annum on the 1st of September each year. Mr. Ditchburn advises me that this matter has evidently been overlooked as it was apparently never signed by the Deputy Minister and instructs me to voucher the Department for four years at $24.00 per annum.

However, I received a telephone call from Miss Doherty saying that "We have always received a cheque in April but did not receive one this April".

I understand there was considerable friction with the Dohertys before the Department was able to obtain this right-of-way, the matter being handled for us by Mr. Webb of the Water Power Branch and the Dohertys strenuously objecting to granting it.

If the Department's records show the rental in arrears and will so instuct me, I will forward a voucher to you for payment. Miss Doherty stated they would try to have the agreement cancelled for non-payment, but I think this was only an idle threat.

I have the honour to be,
Sir,
Your obedient servant,

Fredk. J.C. Ball.

Indian Agent.

B/HM.

The Secretary,
Dept of Indian Affairs,
O T T A W A .

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPARTMENT OF INDIAN AFFAIRS
JUN 25 1932
RECORDS

OFFICE OF
INDIAN AGENT

822 Metropolitan Bldg.,
Vancouver, B.C.,
June 20, 1932.

/4561.

Your File 13167-42.

Dear Sir:-

With reference to my letter of the 25th ultimo with which I enclosed duplicate and triplicate of Lease 141 covering Lot 2, Chekwelp I.R.No.26, I beg to advise that Mr.D.W.McNabb telephoned to-day wishing to know if the transfer had been approved, as he is anxious to commence improvements as soon as possible.

I have the honour to be,
Sir,
Your obedient servant,

Fred J C Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this ninth day of May in the year of Our Lord One Thousand Nine Hundred and Thirty-two

BETWEEN Carl Brats, of Gibson's Landing, B.C.

PARTY OF THE FIRST PART

AND Dustin Wallace McNabb, of 2536 MacKenzie St., Vancouver, B.C.

PARTY OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot No.2, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.141, dated the 3rd February, 1928, File F.13167-42, granted to him by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said lease No.141 to Dustin Wallace McNabb, of Vancouver, B.C. herein described as the party of the second part, and the said Dustin Wallace McNabb has agreed to accept the transfer of said lease No.141 and to accept and to carry out all the terms and conditions set out in the said lease, which it is requested be extended to 3 February 1945

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

As to the signature of Carl Brats.

Fredk G Ball

As to the signature of Dustin Wallace McNabb.

Fredk G Ball

Carl Brats
Party of the First Part.

D. W. McNabb
Party of the Second Part.

The original of this Document has been removed for registration in the Records of the Indian Land Registry.
D.R. 1001
B. Lecouste
Signature
10/4 1974

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

LANDS BRANCH
JUN 27 1932

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

822 Metropolitan Bldg.,
Vancouver, B.C.,
May 25, 1932.

Your File 13167-42.

Dear Sir:-

I beg to enclose herewith the duplicate and triplicate of Lease 141 covering a campsite at Chekwelp (Squamish No.26) Reserve with Carl Brats, also a transfer from Carl Brats to D.W.McNabb, and respectfully request that this transfer be made with the term extended to 1945 so as to bring it in line with all other leases of this sub-division.

Transfer noted
Folio 191 Vol II

Mr.Brats stated that he was one of the first, if not actually the first lessee of this subdivision and the agent, Mr.Perry, advised him that he did not know what term would be granted on these leases and suggested that Mr.Brats take it for five years pending some decision in the matter, and promising to recommend an extension if other lessees were given a longer term. Mr.McNabb has taken it under these conditions as he would not want to accept it with less than a year to run, and there is no point in having this particular lot leased for a shorter period than the others.

Mr.McNabb is a responsible party and the transfer is recommended.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, June 29th, 1932.

Sir,-

Referring to your letter of the 27th ultimo, I enclose, for the usual disposition, Lease No. 141, covering Lot No. 2, Chekwelp Indian Reserve No. 26, with transfer to D. W. McNabb and extension to 15th February, 1945 duly endorsed thereon.

In connection with this matter I may say that, in view of the fact that, as practically all of the leases covering lands in the Chekwelp Indian Reserve will expire on the 15th February, 1945, the Department readily agreed to bringing this one into conformity as to term.

Your obedient Servant,

P. J. O'Connor,
Acting Director, Indian Lands & Timber.

Enclosures.

F. J. C. Ball, Esq.,
Indian Agent,
822 Metropolitan Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 25 1932
RECORDS

R

822 Metropolitan Bldg.,
Vancouver, B.C.,
July 20, 1932.

/4702.

Your File 13,167-42.

Sir:-

I beg to refer to Return of Rents for period of June 15th to 30th, 1932, with reference to Lease 233 in favour of Stanley J.Wright covering Lot No.26, Chekwelp I.R.No.26, in which the rental has been changed to run from July 1st to July 1st instead of to May 18th as shown on the Return.

In this connection I would refer you to my letter of August 22, 1930, file /266, in which the following paragraph appears:-

"In order to have all these rentals fall "due on the same date, viz. the 18th of May, I "have changed the lease accordingly and this has "been initialled by Mr.Wright. The reason for "having the date earlier than the 1st of July is "that in the event of the lease being abandoned "it will give us an opportunity of finding another "lessee for that summer."

Noted
J.T.D.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, July 26, 1932.

Sir,-

I beg to acknowledge the receipt of your letter of the 20th instant, explaining the reason for change in date on which rental falls due under Lease No. 233, in favour of Stanley J. Wright, covering Lot 26, Chekwelp Indian Reserve No. 26, and in reply to say that the change of date to May 18th has been noted.

Your obedient Servant,

J. C. Caldwell,
Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
822 Metropolitan Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 23 1932
RECORDS

/4829.

822 Metropolitan Bldg.,
Vancouver, B.C.,
August 17, 1932.

Sir:-

I beg to request that the usual lease papers be made out in favour of Paul Irwin Acteson, of 4621 Bellevue Drive, Vancouver, B.C., covering Lot No.34, Chekwelp I.R.26, Squamish Band, at an annual rental of $15.00. This lease should be for a period of thirteen years, expiring on May 18, 1945.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, August 26, 1932.

Sir,-

Referring to your letter of the 17th instant, I enclose Lease, in triplicate, in favour of Paul Irwin Acteson, covering Lot 34, Chekwelp Indian Reserve No. 26, for signature by the lessee and afterwards, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

J. C. Caldwell,
Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
822 Metropolitan Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this 22nd day of August in the year of Our Lord One Thousand Nine Hundred and Thirty-two

BETWEEN Mrs. Maud Alice Strange (wife of Harold C.Strange) of Vancouver, B.C.

PARTY OF THE FIRST PART

AND B.W.MARTIN BONE, Excise Tax Auditor, of 2257 King's Ave., West Vancouver, B.C.

PARTY OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot No.4, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by her under Lease No.157, dated the 18th September, 1928, File F.13167-42, granted to her by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said lease No.157 to B.W.Martin Bone, of West Vancouver, B.C. herein described as the party of the second part, and the said B.W.Martin Bone has agreed to accept the transfer of said Lease No.157 and to accept and to carry out all the terms and conditions set out in the saie lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of
Helen M. Milne
As to the signature of Mrs. Maud Alice Strange

Maud Alice Strange
Party of the First Part.

Helen M. Milne
As to the signature of B.W.MartinBone.

B.W. Martin Bone
Party of the Second Part.

The original of this document has been scanned for retention in the Records of the Indian Land Registry.
Jen Macaulay
signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

822 Metropolitan Bldg.,
Vancouver, B.C.,
August 22, 1932.

/4955.

DEPT. OF INDIAN AFFAIRS
AUG 29 1932
RECORDS

Your File F.13167-42.

Sir:-

I beg to enclose herewith duplicate and triplicate copies of Lease 157 covering Lot 4, Chekwelp I.R.No.26 and also application of Mrs.Maud Alice Strange to transfer the above-mentioned lot to Mr.B.W.Martin Bone.

I would recommend that the transfer be approved.

Folio 216 Vol II
Transfer noted

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, August 31, 1932.

Sir,-

Referring to your letter of the 22nd instant, I enclose, for the usual disposition, duplicate and triplicate copies of Lease No. 157, with transfer to B. W. Martin Bone duly endorsed, covering Lot 4, Chekwelp Indian Reserve No. 26, District of New Westminster, B. C.

H.G.D.

Your obedient Servant,

J. C. Caldwell,
Director, Indian Lands & Timber

Enclosure.

F. J. G. Ball, Esq.,
Indian Agent,
822 Metropolitan Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 14
RECORDS

/5035.

822 Metropolitan Bldg.,
Vancouver, B.C.,
September 9, 1932.

Your File 13,167-42.

Sir:-

I beg to enclose herewith lease in triplicate, covering Lot No.34, Chekwelp I.R.No.26, which has now been signed by Mr.Paul Acteson. The same is returned to the Department for final execution.

Lease No 256
Folio 160
Vol III

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

L.A.D.

Ottawa, September 17, 1932.

Sir,-

Referring to your letter of the 9th instant, I enclose, for the usual disposition, Lease No. 286, in duplicate, in favour of Paul Irwin Acteson, covering Lot 34, Chekwelp Indian Reserve No. 26.

Enclosure.

Your obedient Servant,

J. C. Caldwell,
Director of Indian Lands & Timber.

Fred J. C. Ball, Esq.,
Indian Agent,
822 Metropolitan Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
MAR 14 1933
OFFICE OF INDIAN AGENT RECORDS

Lands

203-6 Rogers Bldg.,
Vancouver, B.C.,
March 9, 1933.

Dear Sir:-

I beg to advise that an application has been received from George R.Cooper, of Gibson's Landing, B.C., to lease Lot 47, Chekwelp I.R.No.26, Squamish Band, for a period of five years at an annual rental of $15.00.

I respectfully request that lease be forwarded for his signature.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

EXD.

March 20, 1933.

Sir,-

Referring to your letter of the 9th instant, I enclose Lease, in triplicate, in favour of George R. Cooper, covering Lot No. 47, Chekwelp Indian Reserve No. 26, for signature by the lessee, and to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
APR 13 1933
RECORDS

Lot Finda

203-6 Rogers Bldg.,
Vancouver, B.C.,
April 8, 1933.

Your File 13,167-42.

Sir:-

Lease 295
Folio 178
Vol. III

I beg to enclose herewith lease in triplicate covering Lot No.47, Chekwelp I.R.26, made out in favour of George R.Cooper which has now been signed by him and his signature witnessed.

This lease is returned to the Department for final execution.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

April 19, 1933.

Sir,-

Referring to your letter of the 8th instant, I enclose, for the usual disposition, Lease No. 295, in duplicate, in favour of George R. Cooper, covering Lot No. 47, Chekwelp Indian Reserve No. 26.

Enclosure.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

243 7.151674 42

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

W. H. EDWARDS

-of-

Lot 19, Chekwelp Indian Reserve
No. 26, New Westminster Dist.,
B. C. ,
for 14 years
from 18th May, 1931.

Dated 4th March, 1931.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 13167-42

Triplicate

THIS INDENTURE, made this Fourth day of March in the year of our Lord One thousand nine hundred and thirty-one.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And W. H. Edwards, ----------
of Gibson's Landing, in the Province of British Columbia,

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number nineteen according to plan of subdivision by T. T. Bartlett.

TO HAVE AND TO HOLD the said demised premises for and during the term of fourteen years from the Eighteenth day of May, One thousand nine hundred and thirty-one. Yielding and paying therefor during the said term the yearly rent of Fifteen dollars, payable yearly in advance on the Eighteenth day of May in each year of the said term, the first payment to become due and payable on the Eighteenth day of May, One thousand nine hundred and thirty-one.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Terminated Date of Lease 15th May 1933

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non-performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this Indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED)
In the presence of)

[illegible])

As to the signature of the)
Acting Deputy of the Superintendent)
General of Indian Affairs.)

As to the signature of -)
W. H. Edwards.)

Gladys MacDonald

A. S. Williams)

Acting Deputy of the Superintendent)
General of Indian Affairs)

William Henry Edwards)

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

243 7.1316742

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

W. H. EDWARDS

-of-

Lot 19, Chekwelp Indian Reserve
No. 26, New Westminster Dist.,
B. C.,
for 14 years
from 18th May, 1931.

Dated 4th March, 1931.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Duplicate

THIS INDENTURE, made this Fourth day of March in the year of our Lord One thousand nine hundred and thirty-one.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And W. H. Edwards, ----------
of Gibson's Landing, in the Province of British Columbia,

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number nineteen according to plan of subdivision by T. T. Bartlett.

TO HAVE AND TO HOLD the said demised premises for and during the term of fourteen years from the Eighteenth day of May, One thousand nine hundred and thirty-one. Yielding and paying therefor during the said term the yearly rent of Fifteen dollars, payable yearly in advance on the Eighteenth day of May in each year of the said term, the first payment to become due and payable on the Eighteenth day of May, One thousand nine hundred and thirty-one.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Terminated as of June 15th May 1933 -

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non-performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, repossess and enjoy, as if this Indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED)
In the presence of)

S. Barcelo)

As to the signature of the Acting Deputy of the Superintendent General of Indian Affairs.)

A. S. Williams)

Acting Deputy of the Superintendent General of Indian Affairs)

As to the signature of -)

W. H. Edwards.)

William Henry Edwards

Gladys MacDonald

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 31 1933
RECORDS

Copy

203-6 Rogers Bldg.,
Vancouver, B.C.,
May 25, 1933.

R

Your File F.13167-42.

Sir:-

I beg to enclose herewith duplicate and triplicate copies of Lease No.243 covering Lot 19, Chekwelp I.R.No.26, and made out in the name of W.H. Edwards.

Mr.Edwards is lessee of Lot No.8 and leased the above-mentioned lot as a means of access to the highway. The lessees of Lots Nos.6 and 7 agreed to share the rental but are now refusing to pay their share and Mr. Edwards feels that he can not afford to continue to keep the lot and requests that his lease be cancelled.

It is unfortunate when the above subdivision was laid out that no provision was made for access to the highway of lessees of these lots.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13,167-42.

Department of Indian Affairs

Canada

Lands and Timber Branch

Memo.

Ottawa, June 1, 1933.

Acting Deputy Superintendent General,-

On the 4th day of May, 1931, Lease issued in favour of Mr. W. H. Edwards, covering part of Lot No. 26, Chekwelp Indian Reserve, being Lot No. 19, according to subdivision plan by T. T. Bartlett, at a rental of $15.00 per annum, which has been paid to the 18th instant.

The Agent reports that at the time Mr. Edwards obtained the lease of this land, it was to be used as a means of access to the highway, from Lot No. 8, of which he also holds a lease, it being understood that the lessees of Lots Nos. 6 and 7 would participate in the payment of this rental which, it appears, they now refuse to do. Mr. Edwards feels that he cannot afford to pay the rental called for and asks that the lease be cancelled.

In view of the circumstances obtaining in this case, I would recommend termination of the lease as and from the 18th instant, and that the record of the transaction be closed.

Approved H.G.O.

H.G.O.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
P.R.1001
B. Decontie
Signature
10/4 1974

Director.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

June 12, 1933.

Sir,-

I beg to acknowledge the receipt of your letter of the 25th ultimo, enclosing duplicate and triplicate of Lease No. 243, in favour of W. H. Edwards, covering Lot 19, Chekwelp Indian Reserve No. 26, and in reply to say that, in view of the circumstances obtaining in this case, the lease has been terminated as and from the 18th instant, and the record of this transaction is now closed.

H.O.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 10 1933
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
July 5, 1933.

Sir:-

I have received an application from Gwynne G.Fothergill for a lease of Lot 2, Chekwelp 26A Reserve, Squamish Band, for a period of twelve years from 18th May, 1933, at a rental of $25.00 per annum.

Mr.Fothergill has used this lot under permit 13167-42 intermittently for many years for two weeks in the summer, putting up a tent to live in. He now wishes to have something more substantial, but does not feel safe in building a place without a lease of the land.

Chekwelp 26A can accommodate three camp-sites and I have divided it into Lots 1, 2 and 3 and hope to find lessees for the vacant lots. Some time ago I had applications but for the past year or two it is not easy to find tenants.

I respectfully recommend therefore that the usual lease be granted as is done with similar lots on Chekwelp Reserve No.26 adjacent to Reserve 26A.

Mr.Fothergill has forwarded me $25.00 for rental this year which I will send with my rent returns at the end of July. If the lease is not completed before that time, I will send it under the permit already given.

I have the honour to be,
Sir,
Your obedient servant,

B/HM.

The Secretary,
Dept.of Indian Affairs,
O t t a w a.

(F.J.C.Ball).
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, July 13th, 1933.

Dear Sir,-

I beg to acknowledge receipt of your letter of the 5th instant, reporting the desire of Mr. G. C. Fothergill to obtain a lease covering a small parcel of land (Lot 2), Chekwelp 26 A Reserve.

By Resolution of Council, 29th October, 1926, the approval of the Indians to leasing this land to Mr. Fothergill was given "during pleasure of the Department of Indian Affairs", at an annual rental of Twenty-five dollars, in accordance with which the land has been occupied and rental paid up to the end of the season of 1931.

The land in Reserve No. 26A does not appear to have been sub-divided under survey, so that no description sufficient for identification (and insertion in formal lease) is available. In connection with this phase of the matter I would call your attention to official communication of the 2nd of April, 1931, to which no reply appears to have been received.

In so far as the Department is concerned, the Permit held by Mr. Fothergill-"during pleasue"- is of the same force and effect as a formal lease, and, further, the land having not been surrendered, it would seem, from every point of view, desirable that the permit, issued in accordance with Resolution quoted, in his favour, should be deemed, by him, satisfactory authority for occupation of the land.

Yours very truly,

A S Williams

Acting Deputy Superintendent General.

F.J.C.Ball,Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Miss Digby

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 31 1933
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
July 25, 1933.

Your File 13167-42.

Sir:-

I have the honour to acknowledge receipt of your letter of the 13th instant regarding application of Mr.G.G.Fothergill for a lease of a portion of Chekwelp Reserve No.26A.

You have taken the stand that as this reserve has not been divided under survey, no description sufficient for identification, is available. The larger adjoining reserve Chekwelp No.26 has been subdivided into 74 lots and 20 leases have been issued for these lots without a survey having been made, the lease reading "Lot number.... according to plan of subdivision by T.T.Bartlett". The reserve was tape measured by Constable Bartlett formerly of this Agency and stakes placed along the road every 66 feet but no survey was made and I divided the smaller reserve the same way.

Your letter of 2nd April, 1931, was in reply to an application of three parties to lease Chekwelp Reserve 26A between them, but unfortunately two of them had financial reverses shortly afterwards and they were unable to carry out their plans and the matter had to be dropped. The sketch enclosed with your letter does not appear to be the same shape as the reserve as I find it now and it is possible that the encroachment mentioned in my letter of March 21, 1931, may be more extensive than I calculated. Under the circumstances it might be well at this time to have this small reserve re-surveyed and it could be subdivided into lots at the same time. The approximate cost would be $100.00. I could survey it, but not being a registered land surveyor, such survey would be useless if there was any disagreement with Mr.Doherty regarding his line fence.

Replying to your statement that the permit "during pleasure" is of the same force and effect as a formal lease, an occupant does not feel so safe with a more or less verbal arrangement as he would if he held a written lease and as Mr.Fothergill knows that all the lessees on Chekwelp I.R.26 have received a lease, he can not understand the distinction. Further, Mr.Fothergill has considered that his permit covered only occasional use of the Reserve from year to year and as he did not occupy it last year, does not feel that he is in any way

responsible.....

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

responsible for payment of the rental in 1932, whereas under a lease he would have to pay annually whether he occupied it or not. Uncertainty of tenure is the reason that he has never built anything on the place, but only camped in a tent each year he has used the land.

Pending your decision as to a survey or issuance of a lease, I have advised Mr.Fothergill that the permit is of the same force and effect as a lease and to proceed accordingly.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

B/HM.

(F.J.C.Ball).
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 11 1933
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
July 31, 1933.

Sir:-

I beg to request that the usual lease be made out in the name of Francis Allan Armstrong, 2044 Quilchena Place, Vancouver, as from May 18,1933, for twelve years, expiring in 1945, covering Lot 28, Chekwelp I.R.No.26, of the Squamish Band, at an annual rental of $15.00.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

August 18, 1933.

Sir,-

Referring to your letter of the 31st ultimo, I enclose Lease, in triplicate, in favour of Francis Allan Armstrong, covering Lot 28, Chekwelp Indian Reserve No. 26, for signature by the lessee, and afterwards, to be returned to the Department for final execution.

Enclosure.

Your obedient Servant,

Acting Director

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

1. D
2. D

Ottawa, August 21, 1933.

Sir,-

I beg to acknowledge the receipt of your letter of the 25th ultimo in regard to application of Mr. G. C. Fothergill for a lease covering a small parcel of land (Lot 2) in Chekwelp No. 26A Reserve.

As already advised, the Department considers that permission "during pleasure," is of the same force and effect as a formal lease and,--so, assuredly covering continued occupation--for which reason a tenant would be regarded in every respect, as "the lessee" and, consequently, bound, under its terms, to pay the rental called for during the currency of such Permit.

Referring to that portion of your letter dealing with the question of survey, it is observed that you consider the approximate cost of survey would be $100.00, but it is not clear whether it is proposed that Mr. Fothergill will have the survey made or that the Department should be responsible, which, under existing circumstances, cannot be considered.

Your reference to a possible disagreement with "Mr. Doherty" regarding his line fence is not clear to the Department, but, as by Resolution of 29th October, 1926, the Squamish Indian Council granted Mr Fothergill the use of the land during pleasure, which received official confirmation (19th Sept., 1927), it is suggested that he would be well advised to leave matters as they now are, unless he is prepared to have a survey made at his own expense.

It is to be distinctly understood that rental for continuous occupation must be paid,--that forwarded in July has been credited as rental for the season of 1932,--so that payment for the current season is now due.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The main point to be emphasized is that Mr. Fothergill's tenancy is adsured, so long as he complies with the terms of Permit; there is no instance of record where such action has worked adversely to the interests of the tenant.

Your obedient Servant,

Hawkes,

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 29 1933
RECORDS

Lands R

203-6 Rogers Bldg.,
Vancouver, B.C.,
August 22, 1933.

Dear Sir:-

I beg to request that the usual lease papers be made out in favour of Wilfred Ernest Baxter, of Vancouver, B.C., covering Lot No.33, Chekwelp I.R. No.26, of the Squamish Band, at an annual rental of $15.00, lease to expire on May 18, 1945.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

C.X.H.

August 31, 1933.

Sir,-

With reference to your letter of the 22nd instant, I enclose Lease, in triplicate, in favour of Wilfred Ernest Baxter, covering Lot No. 33, Chekwelp Indian Reserve No. 26, for signature by the lessee, and afterwards, to be returned to the Department for final execution.

Enclosure.

H.Y.O.

Your obedient Servant,

Acting Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 13 1933
SECURITY

Lot 28

203-6 Rogers Bldg.,
Vancouver, B.C.,
Sept. 7, 1933.

Your File 13,167-42.

Dear Sir:-

I beg to return herewith for final execution Lease in triplicate covering Lot 28, Chekwelp I.R.No.26, which has now been duly signed by Mr. Francis Allan Armstrong and his signature witnessed.

Lease 306
Folio 200
Vol III

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 9, 1933.

Your File 13,167-42.

Dear Sir:-

With reference to Lease No.196 made out in the name of Winifred Smith, of the City of Vancouver, covering Lot No.10, Chekwelp I.R.No.26, every effort has been made to collect the rental.

The lessee has made absolutely no use of the place in the way of improvements and refuses to pay the rent. We have an opportunity of leasing the lot in which case the arrears of rental would be paid. I do not think it is any use to extend any further consideration to Mrs. Smith and respectfully request that the lease be cancelled.

It might be advisable to take advantage of this offer as it will be impossible to collect the arrears of rental from Mrs.Smith.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

2 yrs. rental due
$50.00

B/HM.

The Secretary,
Dept. of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167 42

NAME OF OCCUPANT.	NAME OF OWNER.	Con.	Lot.
Lease No 196 - dated 15 May 29 Winifred Smith - Lot No 10; as to plan of Subdivision by T. T. Bartlett - Chehalis Ind. Res. No 26 - Cancel for non-payment of rental. N.G.O.			

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

September 15, 1933.

Sir,-

Referring to your letter of the 7th instant, I enclose, for the usual disposition, Lease No. 306, in duplicate, in favour of Francis Allan Armstrong, covering Lot No. 28, Chekwelp Indian Reserve No. 26, B. C.

Enclosure.

Your obedient Servant,

H.G.O.

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lottie

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 12, 1933.

DEPT. OF INDIAN AFFAIRS
SEP 18 1933
RECORDS

Your File 13,167-42.

Dear Sir:-

I beg to enclose herewith lease in triplicate covering lotNo.33, Chekwelp I.R.No.26, which has now been signed by Mr.W.E.Baxter and the same is returned to the Department for final execution.

Lease 395
Folio 1
Vol. IV

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J. C. Ball

/HM.

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.X.D.

13,167-42

September 20, 1933.

Sir,-

Referring to your letter of the 12th instant, I enclose Lease No. 308, in duplicate, in favour of W. E. Baxter, covering Lot No. 33, Chekwelp Indian Reserve No. 26, for the usual disposition.

Enclosure.

Your obedient Servant,

H.Y.O.

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT 23
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
October 17, 1933.

Your File 13167-42.

Dear Sir:-

I have the honour to acknowledge receipt of your letter of the 21st August last regarding G.G.Fothergill's occupancy of a portion of Chekwelp 26A Reserve. The matter has been explained to Mr.Fothergill who has now paid the rental for the year during which he did not use the place and it is paid to May 18, 1934. This rental will be forwarded in the usual way with my next rent return.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
FEB 19 1934
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
February 12, 1934.

Re Lease 196, Mrs.Winifred Smith.

Sir:-

There is due on the above lease rental from 18th May, 1932, to 18th May, 1934, in the sum of $50.00 for Lot 10 on Chekwelp Reserve 26, of the Squamish Band.

I have applied to Mrs.Smith on innumerable occasions for the rent but only receive excuses. She has made no use of the lot and I do not know why she is holding it. There is no reason why the lease should not be cancelled and some revenue received from it, and the arrears recovered by legal process.

Mrs.Smith is a most unsatisfactory tenant in every way and I respectfully request authority to notify her that the lease will be cancelled unless overdue rental is paid forthwith.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

February 20th,1934.

Sir,- Lease No. 196-Mrs. Winnifred Smith-LotNo. 10,Chekwelp Reserve No. 26.

Referring to your letter of the 12th instant, I enclose copy of a communication addressed Mrs. Smith, in regard to rental due under this lease and would ask you to again bring the matter before the Department at the expiration of the time granted.

Your obedient Servant,

H.Y.D.

Enclosure. Director.

F. J. C. Ball,Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

EX.

Ottawa, February 21, 1934.

Dear Madam,-

Re Lease No. 196 - Lot No. 10,
Chekwelp Reserve No. 26.

Your attention is called to the fact that under this Lease there is due the sum of $50.00, rental from 18th May, 1932, to 18th May, 1934,--being payable yearly in advance.

You will be given thirty days from date, within which to pay the arrears, and upon failing to do so within this time, the lease will be cancelled and the matter placed in the hands of the Department of Justice for collection.

Yours very truly,

Deputy Superintendent General.

Mrs. Winnifred Smith,
c/o F.J.C.Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
FEB 28 1934
RECORDS

R

203-6 Rogers Bldg.,
Vancouver, B.C.,
February 23, 1934.

Lease 235 - Mrs.Thirza E.Flanagan.

Sir:-

The above lease covers a camp-site on Chekwelp Reserve Squamish No.26 and was rented to Mrs.T.E.Flanagan for fifteen years from 1st August, 1930.

Mrs.Flanagan has died and her husband claims that he wants nothing to do with the lot, has never seen it and will not pay the rental which is overdue from August 1, 1932, to August 1, 1934, in the sum of $30.00. Will you please advise me whether Mr.Flanagan is responsible for the rental? If not, shall I obtain another tenant for this lot? Most of these leases are due on the 18th May each year, and a new lease could be made from that date.

If it can be leased to another party, I will obtain Mr.Flanagan's written abandonment of the lease and forward you an application for a new lease.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, March 14, 1934.

Sir,-

I beg to acknowledge the receipt of your letter of the 23rd ultimo, in which you refer to Departmental Lease No. 235, issued to Mrs. Thirza E. Flanagan, now deceased.

In view of the fact that this woman's husband does not wish to take over the lease, I think it would be inadvisable to endeavour to force him to do so or to pay the arrears of rental. If you will obtain the lessee's copy of this lease and return same to the Department together with your office copy, action will be taken to cancel the contract, and in the meantime you are at liberty to endeavour to find a suitable lessee for this camp site.

Your obedient Servant,

A. F. MacKenzie,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Grantham's Ldg
June 1st 1930

F. J. C. Ball Esqr.

Dear Sir

Yours to hand yesterday re enquiries about Miss Smith I have been asking people about her but cant get her address her letters are sent to the General Delivery there are lots of peoples would like to get her address for more reason than one.

Truly

Dear Sir

Yours Truly

Seamus Doyle

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Gibson's Landing
B.C. Canada
July 25, 1929.

Confidential.
Mr. C.C. Perry,
Indian Agent.
Vancouver, B.C.
Dear Sir,

We are all very sorry that you have leased a lot on the Indian Reserve at Gibson's Landing to Mrs. W. Smith as she has proved to be undesirable to all the residents of Gibson's Landing and is causing considerable trouble among the settlers.

If you wish to investigate for yourself you can write to either, Mr. Halliday, Provincial Police; J. K. Lightly, fire warden; Mr. W. Winn, post master; Rev. Smith who holds a lease on lot no. 6; Mr. Jensen on lot no. 9 or Mr. W. H. Edwards on lot no. 8; all resident of Gibson's Landing.

I believe you will get sufficient information from these people.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

I do not wish to include my own name being as I prefer you to investigate this matter.

Very truly yours,

A resident of Gibson's Landing

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

1027 Pacific St.
Vancouver B.C.
29th March 1934

Re Lot 10 Chekwelp I.R.26

Dear Sir,

Your communication of 28th inst. received and contents noted.

In this matter there is no need of legal proceedings or the cancellation of my lease as this property has not been abandoned and it has been fenced in and preparations made to build a bungalow and to make other improvements . Assurance is given that the full amount of the rental will be paid and that there will be no delay in making payments.

I have sent a letter to Mr. Williams of Indian Department Ottawa explaining the circumstances which was not due to negligence but to other causes.

Yours truly

W.J.V.Smith.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
APR 5 1934
RECORDS

OFFICE OF
INDIAN AGENT

R

Vancouver B.C.
April 2nd 1934.

File 13-167.42

Sir,

I beg to enclose herewith copy of a letter received from Mrs.W.Smith to whom your letter of February 21st was addressed re Lease 196 covering Lot 10 Chekwelp I.R.26.

Mrs Smith called here on the 21st and said she would not give up the lease and referred me to J.Beck Esq.,Solicitor 626 W.Pender St.Vancouver. I phoned him and he stated that Mrs Smith had just tried to borrow money from him to pay but he had flatly refused and added that she was a most irresponsible person now without means and had applied for mother's pension or some such assistance and could not understand why she wanted this campsite when she was in such straitened circumstances

I wrote Mrs Smith saying no further time to pay could be allowed and asking her to return the lease and the enclosed is a copy of her reply.

I am advised that the wire fence which is only two strands of wire loosely strung was never paid for and she was sued without success. No other use has been made of the lot.

Mrs Smith says she is well known to the officials of the Department in Ottawa and that her letter would be sufficient to stop any further requeste for the rent.

Under the circumstances I am forwarding it to you and await your further instructions. Mrs Smith is disliked by the other lessees on account of her truculence. I find the enclosed letters on my files which show this rather plainly,one was addressed to my predecessor the other to me from Mr Docker who was care-taker of the water system there at that time.

The same assurances of early payment as mentioned in the enclosed letter are repititions of many others from her on my files. Mrs Smith offered to pay $2.00 on account which I refused. A further sum of $25 making $75.00 in all will be due on the 18th prox.

I have the honour to be
Sir,
Your obedient servant

Fred J.C. Ball
(F.J.C.Ball)
Indian Agent

Secretary
Department of Indian Affairs
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

6th Apl. 1934

Lease No 196. Winifred Smith
Dated 18 May 1929
16 yrs. from 18 May 1929
Lot No 10 Chedwelp Ind. Res.
$25.00 per ann - payable yearly
in advance.

$50.00 now due
25.00 payable on 18th prox

H.G.O.

6 April 34

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26
pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

Lease No. 196.

Department of Indian Affairs,

Ottawa, April 6, 1934.

WHEREAS a Lease dated 18th May, 1929, was issued to Winnifred Smith, covering Lot number Ten, Chekwelp Indian Reserve, said lease being issued subject to certain conditions, one of which being the payment of an annual rental.

AND WHEREAS it has been represented and established to my satisfaction that the condition as to payment of rental under which the said lease was issued, has been violated.

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said land.

Harold McGill

Deputy Superintendent General

of Indian Affairs.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Jen Newwaise
Signature

Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

Ottawa, April 6, 1934.

Dear Madam,-

I have to inform you that the lease issued to you by this Department, covering Lot No. 10, Chekwelp Reserve No. 26, has been cancelled for non-payment of rental, such non-payment being a distinct violation of the terms of the lease. Will you be good enough to return your copy of this lease, at once, to our local Agent, Mr. F. J. C. Ball, of Vancouver, as the Department will immediately take action with a view to re-leasing this property.

Yours very truly,

H. Lowys.

Deputy Superintendent General.

Mrs. Winnifred Smith,
1027 Pacific St.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

Ottawa, April 6, 1934.

Sir,-

Referring to your letter of the 2nd instant, in which you report concerning Lease No. 196, covering Lot 10, Chekwelp Indian Reserve No. 26, held in the name of Mrs. Winnifred Smith, I send you herewith copy of a letter which has today been sent to Mrs. Smith over the signature of the Deputy Superintendent General. This lease has been formally cancelled, and the lot is now available for other disposition.

Enclosure.

In view of the information given in your last letter, concerning Mrs. Smith, I am of the opinion that it would be quite useless to take any action with a view to recovering arrears of rental, but in any case, no further extension or consideration will be given, and as I have stated, the existing lease has been definitely terminated.

Your obedient Servant,

A. F. MacKenzie,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Lands

Mr. [illegible] Williams
Deputy Superintendent
Indian Affairs
Ottawa. Can

1027 Pacific St. W.
Vancouver. B.C.
20th March 1934

DEPT. OF INDIAN AFFAIRS
APR 14 1934

Re. Lease 1910 Lot 18.
Chekwelp I.R. No. 26

Dear Sir:

Your communication of 21st ult. received.

Sometime ago this matter had been given to a Solicitor to attend. And recently I find that the instructions given had not been carried out. There is no need of legal proceedings, or cancellation of my lease. The property has been cared for, and fenced in, and preparation have been made to build a bungalow. The finances for building and the payment of rental will be made in a few days.

Yours truly.
Mrs Winifred Smith.

Cancellation 6 Apl 1934

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

APR 17 1934
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
April 12, 1934.

Your File 13167-42.

Sir:-

I beg to acknowledge receipt of your letter of the 6th instant enclosing copy of your letter sent to Mrs.W.Smith re Lease 196 covering Lot 10, Chekwelp Reserve.

Mrs.Smith called this morning saying she refused either to give up the lot or return the triplicate copy of the lease. She stated that this lease constitutes a sale of the property to her and that it is her property and she will allow no one to use it while she holds the triplicate lease. Mrs.Smith is a decidedly unpleasant individual, and any person taking the lot would have more trouble with her than it is worth. I will do the best I can in the matter but one can not reason with this irresponsible and truculent person. I telephoned her lawyer this morning and he said she had been bothering him a great deal about all kinds of imaginery troubles and he would try to get the lease from her and send it to me. She asked his advice about the lease and he told her to hand it over to us and thought she had done so. He said he thought she is mentally unbalanced.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

April 20, 1934.

Sir,-

Re Lot 10, Chekwelp Indian Reserve.

Referring to your letter of the 12th instant, I enclose for your information and guidance copy of letter this day addressed to Mrs. Smith in this matter.

Enclosure.

H.Y.O.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

Ottawa, April 20, 1934.

Dear Madam,-

You are hereby notified that Lease No. 196, in your favour, covering Lot No. 10, Chehmelp Indian Reserve, has been cancelled and the land resumed by the Department.

It is to be observed that, if in future, you enter upon this land or in any way interfere with any one to whom it may be leased by the Department, you will be regarded as a trespasser, and action taken accordingly. The fact of your having retained possession of the triplicate copy of the lease means absolutely nothing, it having been rendered void and of no effect.

H.O.

Sec. 35 Ind. Act.

Yours very truly,

Deputy Superintendent General.

Mrs. Winnifred Smith,
1027 Pacific St. West,
Vancouver, B. C.

5-5-1934

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Vancouver B.C.
12th April 1934
1027 Pauger St. W.

Min. Indian Affairs
Ottawa. Ont.

INDIAN AFFAIRS
APR 23 1934
RECORDS

Dear Sir:

Am in receipt of a letter from your Deputy Superintendent McGill stating that the lease issued covering Lot 10. Chekwelp Reserve No 26 has been cancelled.

A protest is hereby entered against this illegal procedure of a cancellation, and seizure of a 12 years lease, and re-leasing without consent or assignment of lease.

Will you please give this matter your consideration, and I would prefer to deal direct with your department, in the settlement of this issue, and payment of rental due.

Yours truly
Winfred J. V. Smith

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-42.

Ottawa, April 25th, 1934.

Dear Madam,- re: Lease No. 196-
Lot 10, Chekwelp Indian
Reserve.

Referring to your letter of the 12th instant, I beg to say that, as already advised, this lease has been cancelled and the matter is, therefore, not open to further consideration.

Yours very truly,

Deputy Superintendent General.

Mrs. Winifred J. V. Smith,
1027 Pacific St. West,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
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CANADA

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

WINIFRED SMITH

-of-

Lot 10, Chekwelp Indian Reserve
No. 26, District of
New Westminster, B. C.

for 16 years
from 18th May, 1929.

Dated 18th May, 1929.

2.77

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42

(Duplicate)

THIS INDENTURE, made this Eighteenth day of May, in the year of our Lord One thousand nine hundred and twenty-nine.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And Winifred Smith of the City of Vancouver, in the Province of British Columbia,

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number Ten, according to plan of subdivision by T. T. Bartlett.

TO HAVE AND TO HOLD the said demised premises for and during the term of Sixteen years from the Eighteenth day of May, One thousand nine hundred and twenty-nine. Yielding and paying therefor during the said term the yearly rent of twenty-five dollars, payable yearly in advance on the 18th day of May in each year of the said term, the first payment to become due and payable on the Eighteenth day of May One thousand nine hundred and Twenty-nine.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this Indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED In the presence of	A.S. Williams
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	Deputy of the Superintendent General of Indian Affairs.
As to the signature of -	Winifred Smith

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

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13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
APR 25 1934
RECORDS

Your File 13,167-42.

203-6 Rogers Bldg.,
Vancouver, B.C.,
April 18, 1934.

Dear Sir:-

I beg to make application for a lease of Lot 10, Chekwelp I.R.No.26, for a period of fifteen years from May 18th next, at an annual rental of $25.00.

This lot was formerly held under lease No;196 in the name of Winifred Smith, but was cancelled by the Department on the 6th instant. Mrs.Smith has refused to return the triplicate copy of lease for cancellation, but I return herewith the duplicate copy which was on file in this office.

I have the honour to be,
Sir,
Your obedient servant,

Enclosure:-

Fred J.C. Ball

/HM.

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

1934.

Sir,-

I beg to acknowledge the receipt of your letter of the 18th instant, enclosing duplicate of Lease No. 196, covering Lot No. 10, Chehwelp Indian Reserve No. 26, and, in reply, to say that if you will be good enough to submit the name and address of the applicant for lease, the question of re-issue will be given immediate consideration.

Your obedient servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
208-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

7.1306745

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

THIRZA EUGENIA FLANAGAN

-of-

Lot No. 27,

Chekwelp Indian Reserve No. 26,

District of New Westminster,

B. C.

for 15 years

from 1st August, 1930.

Dated 19th August, 1930.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

Triplicate.

THIS INDENTURE, made this Nineteenth day of August in the year of our Lord One thousand nine hundred and ~~twenty-six~~, thirty.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And Thirza Eugenia Flanagan of the of Port Haney in the Province of British Columbia

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number Twenty-seven according to plan of subdivision by T. T. Bartlett.

TO HAVE AND TO HOLD the said demised premises for and during the term of fifteen years from the First day of August , One thousand nine hundred and thirty. ~~twenty~~ . Yielding and paying therefor during the said term the yearly rent of Fifteen dollars, payable yearly in advance on the First day of August in each year of the said term, the first payment to become due and payable on the day of execution of these presents. ~~day of one thousand nine hundred and~~

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED)
In the presence of)
)
As to the signature of the)
Deputy of the Superintendent)
General of Indian Affairs.)
)
)
As to the signature of -)
Ellerton Hopper)
3287 Kingsway)
Vancouver)

Duncan Clark
Deputy of the Superintendent General
of Indian Affairs.

Theresa E. Flanagan.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

7.15.16742

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

THIRZA EUGENIA FLANAGAN

-of-

Lot No. 27,
Chekwelp Indian Reserve No. 26,
District of New Westminster,
B. C.

for 15 years
from 1st August, 1930.

Dated 19th August, 1930.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 8,167-42

Duplicate

THIS INDENTURE made this ~~nineteenth~~ day of August in the year of our Lord One thousand nine hundred and ~~twenty-six~~ thirty.

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And Thirza Eugenia Flanagan ~~of the~~ of Port Haney ~~in the Province~~ of British Columbia

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster, in the province of British Columbia, and more particularly described as follows: Lot number Twenty-seven according to plan of subdivision by T. T. Bartlett.

Cancelled 28 May 1934

TO HAVE AND TO HOLD the said demised premises for and during the term of fifteen years from the First day of August, One thousand nine hundred and thirty. ~~twenty~~. Yielding and paying therefor during the said term the yearly rent of Fifteen dollars, payable yearly in advance on the First day of August in each year of the said term, the first payment to become due and payable on the day of execution of these presents. ~~day of one thousand nine hundred and~~

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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ARCHIVES PUBLIQUES
CANADA

Poor copy

his successors and assigns, that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non-performance of any of the covenants contained,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

it shall be lawful for the said party of the first part his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED In the presence of	)
As to the signature of the Deputy of the Superintendent General of Indian Affairs.	) Deputy of the Superintendent General of Indian Affairs.
As to the signature of - Ellerton Harper 3287 Kingsway Vancouver BC	) Theresa E. Flanagan

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

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F.1.b.16742

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

THIRZA EUGENIA FLANAGAN

-of-

Lot No. 27,
Chekwelp Indian Reserve No. 26,
District of New Westminster,
B. C.

for 15 years
from 1st August, 1930.

Dated 19th August, 1930.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
APR 27 1934
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
April 23, 1934.

Your File 13167-42.

Dear Sir:-

In compliance with the request contained in your letter of March 14th, I now beg to enclose duplicate and triplicate copies of Lease 235, covering Lot 27, Chekwelp I.R.No.26, held in the name of Thirza Engenia Flanagan, in order that the same may be cancelled owing to the death of the lessee.

Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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CANADA

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Lease 235 - (19 Aug. 1880)
Mirza Eugenia Flamajam

Lot No 27. Chelwelp & R No 26

Cancel for non-payment
of rental.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26
pt. 1)

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CANADA

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13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
APR 30 1934
RECORDS

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vandouver, B.C.,
April 25, 1934.

Sir:-

I beg to request that a lease be made out in the name of Edward R.Livingstone, school teacher, for the period from May 18, 1934, to May 18, 1945, covering Lot 30, Chekwelp I.R.No.26, at an annual rental of $15.00.

I have the honour to be,
Sir,
Your obedient servant,

Fred J C Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

Lease No. 235.

Department of Indian Affairs,

Ottawa, May 5, 1934.

WHEREAS a Lease dated 19th August, 1930, was issued to Thirza Eugenia Flanagan, of Port Haney, in the Province of British Columbia, covering Lot No. 27, in the Chekwelp Indian Reserve No. 26, in the District of New Westminster, in the Province of British Columbia, said lease being issued subject to certain conditions, one of which being the payment of an annual rental.

AND WHEREAS it has been represented and established to my satisfaction that the condition as to payment of rental under which the said lease was issued, has been violated.

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said land.

Noted H.A.D.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Signature

Dec. 11 19 72

Deputy Superintendent General of Indian Affairs.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 8 1934
RECORDS

Lettuly

203-6 Rogers Bldg.,
Vancouver, B.C.,
May 4, 1934.

Your File 13167-42.

Sir:-

I beg to acknowledge receipt of your letter of the 28th ultimo re Lot 10, Chekwelp I.R.26, which has reverted to us for non-payment of rent and would be pleased to lease the same myself for a period of fifteen years.

While many of the leases will expire in 1945, having been given in 1927 and 1928, I would rather have it for fifteen years than till 1945 seeing that it has already run for so long. The annual rental is $25.00 payable May 18th.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-4

May 18th, 1934.

Sir,-

Referring to your letter of the 4th instant, I enclose Lease, in triplicate, in your favour, covering Lot No. 10, Chekwelp Indian Reserve No. 26, for signature and, afterwards to be returned to the Department for final execution.

In view of the fact that the land in question was surrendered for leasing until May 18th, 1945, only, it would not, of course, be possible to issue a lease for a term extending beyond that date.

1 Aug., 1928

H.Q.D.

Your obedient servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

May 18th,1934.

Sir,-

Referring to your letter of the 4th instant, I enclose Lease, in triplicate, in your favour, covering Lot No. 10, Chekwelp Indian Reserve No. 26, for signature and, afterwards to be returned to the Department for final execution.

In view of the fact that the land in question was surrendered for leasing until Ma 18th,1945, only, it would not, of course, be possible to issue a lease for a term extending beyond that date.

1 Aug.,1928

H.Q.D.

Your obedient servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

June 8th, 1934.

Sir,-

Referring to your letter of the 25th April last, I enclose herewith lease in triplicate, in favour of Edward R. Livingstone, covering Lot 30, Chekwelp Indian Reserve, for signature and, afterwards, to be returned to the Department for final execution.

Your obedient servant,

Director.

Enclosures.

Fred J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

987/
~~167~~/32-7-26 VOL. 1 CLOSED

TO	DATE			BY	TO	DATE			BY	REQ'D BY	PER	DATE
ALT. 43	23	10	69	6								

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION - INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Indian Affairs
Central Registry Files, 1874-1959

File (RG 10, Volume 8092)

987/32-7-26	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE CHEKWELP RESERVE 26. (SQUAMISH BAND).	1924-1934
987/32-7-26	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE CHEKWELP RESERVE 26 (SQUAMISH BAND).	1934-1939
987/32-7-26	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE THE LEASING OF LAND ON THE CHEKWELP RESERVE 26 (SQUAMISH BAND).	1939-1945
987/32-21-0-2	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF GEORGE SAM'S LAND ON THE SEMIAHMOO RESERVE 0. (SEMIAHMOO BAND) (PLANS)	1932-1943

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CLOSED VOLUME
See Vol. 3

A

FILE NO. ~~167~~ 987/32-7-26

— INDIAN AFFAIRS BRANCH —
DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

SUBJECT LEASE - GENERAL
SQUAMISH BAND
SUBD. CHEKWELP RES. NO. 26
FRASER ~~AGENCY~~ DISTRICT

VOLUME 2
FROM 1924
TO 1939

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
ALT 43	6	request	23/10/69		ALT 43	23/10/69	

30-74E

FILE NO. ~~167~~ 987/32-7-26 VOL. 2

CLOSED VOLUME
See Vol. 2

1A 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CLOSED VOLUME

See Vol. 3

FILE NO. 167/32-7-26

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

A'

VOLUME 2

FROM

TO

SUBJECT Lease
Squamish Band
Subd Chekwelp Res #26
General
Fraser Agency

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 13167-7-26

13167-7-26 Vol 1

VOL. 2 ~~13167-12~~ CLOSED

INDIAN AFFAIRS BRANCH

DEPARTMENT OF MINES AND RESOURCES

VANCOUVER

LEASE

CHEKWELP I.R.NO.26 FOR SUMMER RESORT.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUN 18 1934
RECEIVED

20[illegible] Rogers Bldg.,
Vancouver, B.C.,
June 12, 1934.

Your File 13167-42.

Sir:-

I beg to return herewith for final execution lease in triplicate covering Lot No.10, Chekwelp I.R.No.26 which has been duly signed by me and my signature witnessed.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

June 21st, 1934.

Sir,-

Referring to your letter of the 12th instant, I enclose herewith, for the usual disposition, Lease No. 333, in duplicate, in favour of Frederick J. C. Ball, covering Lot No. 10, Chekwelp Indian Reserve No.26, District of New Westminster, B. C.

H.G.O.

Your obedient servant,

Director.

Enclosures.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Letter

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 4 1934
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
June 29, 1934.

Your File 13,167-42.

Dear Sir:-

I beg to return herewith triplicate lease covering Lot 30, Chekwelp I.R.No.26 which has now been signed by Mr.Edward R.Livingstone and his signature witnessed. The lease is returned to the Department for final execution.

Lease No 338, Fol. 56, Vol. IV B.C. leases

Your obedient servant,

Enclosures:-

F.J.C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

July 10, 1934.

Sir,-

Referring to your letter of the 29th ultimo, I enclose, for the usual disposition, Lease No. 338, in duplicate, in favour of Mr. Edward R. Livingstone, covering Lot No. 30, Chekwelp Indian Reserve No. 26.

Enclosure.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

July 17, 1934.

Sir,-

Will you kindly forward to the Department duplicate and triplicate of Lease No. 333, in your favour, covering Lot No. 10, Chekwelp Indian Reserve No. 26, for amendment by insertion of the proper rental, $25.00, instead of $10.00 as given in the lease by mistake.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

JUL 31 1934
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
July 26, 1934.

Your File 13,167-42.

Dear Sir:-

Replying to your letter of the 17th instant, I beg to return herewith as requested duplicate and triplicate copies of Lease No.333 made out in my name covering Lot No.10, Chekwelp I.R.No.26, for amendment of rental.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this 13th day of July in the year of Our Lord One Thousand Nine Hundred and Thirty-four

BETWEEN Rev.A.W.Ogston, of 275 - 23rd Ave.East, Vancouver, B.C.

PARTY OF THE FIRST PART

AND Mrs.Mona A.Bone, of 2257 King's Ave.,West Vancouver,B.C.

PARTY OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot No.3, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.136, dated the 13th July, 1927, File 13137-42, granted to him by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said Lease No.136 to Mrs.Mona A.Bone, herein described as the party of the second part, and the said Mrs.Mona A.Bone has agreed to accept the transfer of said Lease No.136 and to accept and to carry out all the terms and conditions set out in the said Lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

Helen M. Milne

As to the signature of Rev.A.W.Ogston,

H. Scott

As to the signature of Mrs.Mona A.Bone.

A.W. Ogston

Party of the First Part.

Mona A. Bone

Party of the Second Part.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

JUL 31 1934
RECEIVED

203-6 Rogers Bldg.,
Vancouver, B.C.,
July 21, 1934.

Your File 13,167-42.

Dear Sir:-

I beg to advise that Reverend A.G.Ogston, who is leaving Vancouver to reside in the United States, has requested permission to transfer his lease covering lot 3, Chekwelp I.R.No.26, to Mrs.Mona A.Bone.

Duplicate and triplicate copies of lease as well as an assignment covering the above-mentioned lot are herewith enclosed.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Transfer to Mrs. Mona A. Bone noted - Fol. 182, Vol. II

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

August 7, 1934.

Sir,-

I beg to acknowledge the receipt of your letter of the 21st ultimo, in regard to the desire of Rev. A. G. Ogston to transfer his lease, No. 136, covering Lot 3, Chekwelp Indian Reserve No. 26, to Mrs. Mona A. Bone, and in reply am enclosing this lease, in duplicate, with transfer to Mrs. Bone endorsed thereon.

Enclosure.

Your obedient Servant,

Director.

Fred J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

August 7, 1934.

Sir,-

Referring to your letter of the 26th ultimo, I enclose Lease No. 333, in duplicate, in your favour, covering Lot No. 10, Chekwelp Indian Reserve No. 26, the necessary amendment having been made therein.

Enclosure.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
August 31, 1934.

Your File 13,167-42.

Sir:-

I beg to request that a lease be made out in favour of Mrs.Margaret Axford, 771 - 24th Ave.West, Vancouver, B.C., covering Lot 27, Chekwelp I.R.No.26, of the Squamish Band, at an annual rental of $15.00.

The lease of this lot was formerly held by Mrs.T.E.Flanagan, but on April 23rd last, the Department was requested to cancel same, owing to the death of the lessee.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42.

September 7, 1934.

EXM.

Sir,-

Referring to your letter of the 31st ultimo, I enclose Lease, in triplicate, in favour of Mrs. Margaret Axford, covering Lot 27, Chekwelp Indian Reserve No. 26, for signature by the lessee, and afterwards, to be returned to the Department for final execution.

H.Y.D.

Enclosure.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 25 1934
RECORDS

Lands

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 20, 1934.

Your File 13167-42.

Sir:-

With reference to enclosed triplicate leases, Mr.Axford has requested me to have the leases amended to read "for 10 years from 18 May, 1935". This is a reasonable request as these lots are for Summer camping and he will not be able to use this Lot until next year. Further, as all the other leases are dated to expire on 18th May, 1945, it would be better to have this one in line with the others to avoid any confusion later, and his request is respectfully recommended for favourable consideration. We shall not be losing any rental because no other person would rent the lot until next year.

I wish to say that since the lease on Lot 10, formerly under the name of Mrs.Winifred Smith, was cancelled for non-payment, there has been a much better demand for these camp-sites. I hope to see more of them taken up next year and made revenue producing though there is a feeling among the lessees that the tax on the land and improvements claimed by the Provincial Government assessor is unjust seeing that the property is used for only a month or two each year.

I have the honour to be,
Sir,
Your obedient servant,

B/HM.

Fred J. C. Ball

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

(F.J.C.Ball).
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42

September 26, 1934.

Sir,-

Re Lease to Mrs. Margaret Axford,
Lot 27, Chekwelp Indian Reserve No. 26

I beg to acknowledge the receipt of your letter of the 20th instant, and in reply to enclose the above lease, in triplicate, amended as requested. Kindly return same to the Department after signature by the lessee.

Enclosure.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NIGHT LETTER

Form 6107, replacing Form N.L. 2-W.

Exclusive Connection with WESTERN UNION TELEGRAPH CO.

CANADIAN NATIONAL TELEGRAPHS

Cable Service to all the World

Money Transferred by Telegraph

HEAD OFFICE, TORONTO, ONT. W. C. BARBER, GENERAL MANAGER

RECEIVER'S NO.	TIME FILED	CHECK

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

File 13,187-42

Ottawa, September 27, 1934.

F. J. C. Ball,
Indian Agent,
203-6 Rogers Bldg.
Vancouver, B. C.

Replying your telegram twenty-sixth Axford lease mailed yesterday Stop Please hold pending receipt your report and further instruction.

T. R. L. MacInnes

(Charge D.I.A.)

CLASS OF SERVICE	SYMBOL
Full-Rate Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a full-rate message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

D. E. GALLOWAY, ASSISTANT VICE-PRESIDENT, TORONTO, ONT.

Exclusive Connection with WESTERN UNION TELEGRAPH CO.

Cable Service to all the World

Money Transferred by Telegraph

RA25 21 NL STANDARD TIME

VANCOUVER BC 26

THE SECRETARY 569

DEPARTMENT OF INDIAN AFFAIRS OTTAWA ONT

REFERENCE MY LETTER TWENTIETH RE AXFORD LEASE LOT TWENTY SEVEN CHEKWELP PLEASE HOLD UNTIL RECEIPT OF FURTHER INFORMATION WRITING YOU TODAY

F J C BALL INDIAN AGENT.

1934 SEP 27 AM 3:17

INDIAN AFFAIRS 27 1934 RECORDS

Copied 2.B.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

THIS INDENTURE made this 15th day of Sept. in the year of Our Lord One Thousand Nine Hundred and Thirty-four

BETWEEN H.D.Morrison, of Vancouver, B.C.

PARTY OF THE FIRST PART

AND FRANCIS ALLAN ARMSTRONG, of Vancouver, B.C., and EDWARD R.LIVINGSTONE, of Vancouver, B.C.

PARTIES OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot No.29, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.237, dated the 18th September, 1930, File 13167-42, granted to him by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said Lease No.237 to Francis Allan Armstrong and Edward R. Livingstone, herein described as the parties of the second part, and the said Francis Allan Armstrong and Edward R. Livingstone have agreed to accept the transfer of said Lease No.237 and to accept and to carry out all the terms and conditions set out in the said Lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of.

G. M. Morrison

As to the Signature of H.D.Morrison,

Reginald Sutton

As to the signature of Francis Allan Armstrong,

[illegible]

As to the signature of Edward R.Livingstone,

H. D. Morrison

Party of the First Part.

Parties of the Second Part.

The original of this Document has been remanded to safe keeping in the Records of the Indian Land Registry.

Jan Meawasige
Signature

Dec 14 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 26 1934
RECORDS

Lot Leases

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 21, 1934.

Your File 13,167-42.

Dear Sir:-

I beg to attach hereto duplicate and triplicate copies of Lease 237 covering Lot 29, Chekwelp I.R.No.26, together with an assignment from H.D.Morrison to Messrs. F.A.Armstrong and E.R.Livingstone, the lessees of Lots 28 and 30, of the Chekwelp subdivision.

On August 7th last Mr.Morrison paid arrears of rental to May 18, 1934, and rental of $15.00 for the period May 18, 1934, to May 18, 1935, will go forward on the "Return of Rents" for the latter part of this month.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J C Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 26 1934
RECEIVED

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 21, 1934.

Your File 13,167-42.

Dear Sir:-

I beg to enclose herewith duplicate and triplicate copies of Lease 136 covering Lot 2, Chekwelp I.R.No.26, now held in the name of Mrs.Mona A. Bone and would respectfully request that the term be extended to 1945 so as to bring it in line with most of the other leases of this subdivision.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J C Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a wa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Duplicate.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 28, 1934.

Your File 13167-42.

Sir:-

I wired the Department yesterday at Mr.Axford's expense requesting that his application for a lease of Lot 27, Chekwelp Reserve, be held up pending this letter. The reason for my wire was that Mr.Axford visited the Chekwelp Reserve at the height of the worst gale we have had for many years, that is from the only direction which affects that Reserve, viz. North East. This storm did many thousands of dollars worth of damage and the waves were breaking particularly badly on Lot 27 and one or two others on either side of it, so much so that there was very little of it not covered by debris.

Mr.Axford immediately asked me to cancel his application but I advised him that lots further back from the beach were unoccupied and he said he would like to have Lot 21 instead of Lot 27.

The price of these lots is the same in each case, viz. $15.00 per annum and I respectfully request that the necessary change be made on the leases and returned for signature, etc.

As explained in my letter of the 20th instant, the lease should read from 18th May, 1935, as it is too late to do anything on the lot this year.

I have the honour to be,
Sir,
Your obedient servant,

B/HM.

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT 2 1934
RECORDS

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 28, 1934.

Your File 13167-42.

Sir:-

I wired the Department yesterday at Mr.Axford's expense requesting that his application for a lease of Lot 27, Chekwelp Reserve, be held up pending this letter. The reason for my wire was that Mr.Axford visited the Chekwelp Reserve at the height of the worst gale we have had for many years, that is from the only direction which affects that Reserve, viz. North East. This storm did many thousands of dollars worth of damage and the waves were breaking particularly badly on Lot 27 and one or two others on either side of it, so much so that there was very little of it not covered by debris.

Mr.Axford immediately asked me to cancel his application but I advised him that lots further back from the beach were unoccupied and he said he would like to have Lot 21 instead of Lot 27.

The price of these lots is the same in each case, viz. $15.00 per annum and I respectfully request that the necessary change be made on the leases and returned for signature, etc.

As explained in my letter of the 20th instant, the lease should read from 18th May, 1935, as it is too late to do anything on the lot this year.

Leave sent 26 Sep. '34

I have the honour to be,
Sir,
Your obedient servant,

B/HM.

Fred J. C. Ball

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

(F.J.C.Ball).
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

October 4th,1934

Sir,-

Referring to your letter of the 21st ultimo, I enclose, for the usual disposition, Lease No. 136, in favour of Mrs. Mona A. Bone, covering Lot No. 2, Chekwelp Indian Reserve No. 2, with extension to 18th of May duly endorsed thereon.

H.G.D.

Your obedient servant,

Director.

Enclosures.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

EXM. I

October 5th, 1934.

Sir,-

Referring to your letter of the 21st ultimo, I enclose, for the usual disposition, Lease No. 237, covering Lot No. 29, Chekwelp Indian Reserve No. 26, bearing endorsation of transfer to Messrs. Francis Allan Armstrong and Edward R. Livingston.

H.G.D.

Your obedient servant,

Director

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Triplicate.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
October 9, 1934.

Your File 13167-42.

Re lease to Mrs.M.Axford, Chekwelp I.R.26.

Sir:-

I beg to acknowledge receipt of your letter of the 26th ultimo returning triplicate leases of Lot 27. I reported to you on the 28th instant that this lot was badly damaged by a gale on the day Mr.Axford went to inspect it and he immediately advised me that it was impossible to take the lease. I may say that other leased lots, including my own (No.10) also suffered rather badly on the same day. After further consideration, Mr.Axford decided to apply for Lot 21 which is not on the beach and has not previously been leased.

I would therefore respectfully recommend that a new lease be made out in favour of Mrs.Margaret Axford covering Lot 21, Chekwelp I.R.No.26, for a period of ten years from the 18th May, 1935, at an annual rental of $15.00.

This date will bring it in line with the other leases of these camp-sites and as nothing can be done with the lot this year, I believe it would be the best plan to have the rental commence on the 18th May, 1935, payable in advance.

This is respectfully submitted for your consideration and approval and the triplicate leases of Lot 27 are enclosed herewith for cancellation.

Enclosures:-

It is regretted that you were put to the trouble of making them out, but the unfortunate coincidence of the storm makes it necessary.

B/HM.

Your obedient servant,

Fred J C Ball

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
October 9, 1934.

Your File 13167-42.

Re lease to Mrs.M.Axford, Chekwelp I.R.26.

Sir:-

I beg to acknowledge receipt of your letter of the 26th ultimo returning triplicate leases of Lot 27. I reported to you on the 28th instant that this lot was badly damaged by a gale on the day Mr.Axford went to inspect it and he immediately advised me that it was impossible to take the lease. I may say that other leased lots, including my own (No.10) also suffered rather badly on the same day. After further consideration, Mr.Axford decided to apply for Lot 21 which is not on the beach and has not previously been leased.

I would therefore respectfully recommend that a new lease be made out in favour of Mrs.Margaret Axford covering Lot 21, Chekwelp I.R.No.26, for a period of ten years from the 18th May, 1935, at an annual rental of $15.00.

This date will bring it in line with the other leases of these camp-sites and as nothing can be done with the lot this year, I believe it would be the best plan to have the rental commence on the 18th May, 1935, payable in advance.

This is respectfully submitted for your consideration and approval and the triplicate leases of Lot 27 are enclosed herewith for cancellation.

Enclosures:-

It is regretted that you were put to the trouble of making them out, but the unfortunate coincidence of the storm makes it necessary.

B/HM.

Your obedient servant,

(F.J.C.Ball).
Indian Agent.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,167-42

October 18, 1934.

Sir,-

I beg to acknowledge the receipt of your letter of the 9th instant, and in reply to enclose lease, in triplicate, in favour of Mrs. Margaret Axford, covering Lot 21, Chekwelp Indian Reserve No. 26, for signature by the lessee, and afterwards, to be returned to the Department for final execution.

Enclosures.

Your obedient Servant,

H.G.D.

Director.

F. J. C. Ball Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B. C.,
October 23rd. 1934.

Sir,

Re: File No. 13167-42

I beg to acknowledge receipt of your letter of the 18th. inst., and to return herewith the triplicate leases covering Lot 21, Chekwelp No. 26 in favour of Mrs. M. Axford.

Lease 345
Folio 74
Vol IV

I have the honour to be,

Sir,

Your obedient servant,

Fred J. C. Ball

(F. J. C. Ball)
Indian Agent.

B/GM.

Secretary,
Department of Indian Affairs,
Ottawa,
Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

October 31, 1934.

Sir,-

Referring to your letter of the 23rd instant, I enclose Lease No. 345, in duplicate, in favour of Mrs. Margaret Axford, covering Lot 21, Chekwelp Indian Reserve No. 26, for the usual disposition.

Enclosure.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

203-6 Rogers Bldg.,
Vancouver, B. C.,
November 6th. 1934.

Sir,

File 13167-42

I beg to acknowledge receipt of your letter of the 31st. ult. enclosing duplicate leases No. 345 in favour of Mrs. Margaret Axford, covering Lot 21, Chekweip Indian Reserve No. 26.

There is an apparent error in the same as the body of the lease is correctly made out to read from "18th. May 1935" but on the outside cover it reads "for 10 years from 1st. August 1935".

I have changed the duplicate and triplicate as it is apparently a clerical error and presume you will make the necessary alteration on the original.

Trusting this is correct procedure.

I have the honour to be,
Sir,
Your obedient servant,

Fredk J. Ball

(F. J. C. Ball)
Indian Agent.

B/GM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-4

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

NOV 12 1934

203-6 Rogers Bldg.,
Vancouver, B. C.,
November 6th. 1934.

Sir,

File 13167-42

I beg to acknowledge receipt of your letter of the 31st. ult. enclosing duplicate leases No. 345 in favour of Mrs. Margaret Axford, covering Lot 21, Chekwelp Indian Reserve No. 26.

There is an apparent error in the same as the body of the lease is correctly made out to read from "18th. May 1935" but on the outside cover it reads "for 10 years from 1st. August 1935".

I have changed the duplicate and triplicate as it is apparently a clerical error and presume you will make the necessary alteration on the original.

Trusting this is correct procedure.

I have the honour to be,
Sir,
Your obedient servant,

(F. J. C. Ball)
Indian Agent.

B/GM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this 30th day of October in the year of Our Lord One Thousand Nine Hundred and Thirty-four

BETWEEN ARCHIE GALBRAITH WATSON, of Vancouver, B.C.,

PARTY OF THE FIRST PART

AND W.E.BAXTER, 635 W.13TH AVE.,VANCOUVER, B.C.,

J.M.REID, 110 ALEXANDER ST.,VANCOUVER, B.C.

PARTIES OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot No.32, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.266, dated the 12th of September, 1931, File F.13167-42, granted to him by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said Lease No.266 to W.E.Baxter and J.M.Reid, both of Vancouver, B.C., herein described as parties of the second part, and the said W.E. Baxter and J.M.Reid have agreed to accept the transfer of said Lease No.266 and to accept and to carry out all the terms and conditions set out in the said lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of
Grace E. Mitchell

As to the signature of Archie Galbraith Watson,
Jas Baxter

As to the signature of W.E.Baxter,
Jas Baxter

As to the signature of J.M.Reid,

A G Watson
Party of the First Part.

W E Baxter
J M Reid
Parties of the Second Part.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this 30th day of October in the year of Our Lord One Thousand Nine Hundred and Thirty-four

BETWEEN ARCHIE GALBRAITH WATSON, of Vancouver, B.C.,

PARTY OF THE FIRST PART

AND W.E.BAXTER, 635 W.13TH AVE.,VANCOUVER, B.C.,

J.M.REID, 110 ALEXANDER ST.,VANCOUVER, B.C.

PARTIES OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot No.32, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.266, dated the 12th of September, 1931, File F.13167-42, granted to him by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said Lease No.266 to W.E.Baxter and J.M.Reid, both of Vancouver, B.C., herein described as parties of the second part, and the said W.E. Baxter and J.M.Reid have agreed to accept the transfer of said Lease No.266 and to accept and to carry out all the terms and conditions set out in the said lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of
Grace E. Mitchell

As to the signature of Archie Galbraith Watson,
W.E.Baxter

As to the signature of W.E.Baxter,
W.E.Baxter

As to the signature of J.M.Reid,

A.G.Watson

Party of the First Part.

W.E.Baxter

J.M.Reid

Parties of the Second Part.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this, 20th day of October in the year of Our Lord One Thousand Nine Hundred and Thirty-four

BETWEEN ARCHIE GALBRAITH WATSON, of Vancouver, B.C.,

PARTY OF THE FIRST PART

AND W.E.BAXTER, 635 W.13TH AVE.,VANCOUVER, B.C.,

J.M.REID, 110 ALEXANDER ST.,VANCOUVER, B.C.

PARTIES OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot No.32, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.266, dated the 12th of September, 1931, File F.13167-42, granted to him by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said Lease No.266 to W.E.Baxter and J.M.Reid, both of Vancouver, B.C., herein described as parties of the second part, and the said W.E. Baxter and J.M.Reid have agreed to accept the transfer of said Lease No.266 and to accept and to carry out all the terms and conditions set out in the said lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of
Grace E. Mitchell
As to the signature of Archie Galbraith Watson,
[illegible]
As to the signature of W.E.Baxter,
[illegible]
As to the signature of J.M.Reid,

A.G. Watson
Party of the First Part.

W.E. Baxter

J.M. Reid
Parties of the Second Part.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Ken Morrissey
Signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)
Poor Copy
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

203-6 Rogers Bldg.,
Vancouver, B. C.,
November 13th. 1934.

Sir,

File - 15167-42

I beg to return herewith duplicate and triplicate leases No. 266 with a request for transfer to W. E. Baxter and J. M. Reid, as Mr. Watson is unable to continue same on account of financial reverses. The lease is paid to date and the transfer is respectfully recommended.

I have the honour to be,

Sir,

Your obedient servant,

(F. J. C. Ball)
Indian Agent.

B/GM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lease Dale

203-6 Rogers Bldg.,
Vancouver, B. C.,
November 13th. 1934.

DEPT. OF INDIAN AFFAIRS
NOV 19

Sir,

File - 13167-42

I beg to return herewith duplicate and triplicate leases No. 266 with a request for transfer to W. E. Baxter and J. M. Reid, as Mr. Watson is unable to continue same on account of financial reverses. The lease is paid to date and the transfer is respectfully recommended.

I have the honour to be,

Sir,

Your obedient servant,

Fred J. C. Ball

(F. J. C. Ball)
Indian Agent.

B/GM.

The Secretary,
Department of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

November 20, 1934.

Sir,-

Lease No. 266 - A. G. Watson,
Lot 32, Chekwelp Indian Reserve No. 26.

I beg to acknowledge the receipt of your letter of the 13th instant, enclosing the above lease with request for transfer of same to W. E. Baxter and J. M. Reid, and in reply am returning the same bearing endorsation of transfer.

Enclosure.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this 28th day of August in the year of Our Lord One Thousand Nine Hundred and Thirty-five

BETWEEN W.H.Edwards, of Gibson's Landing, B.C.

PARTY OF THE FIRST PART

AND Mrs.Grace F.Hilborn, 2657 Lawson Ave., West Vancouver, B.C.

PARTY OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot No.8, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.138, dated the 14th July, 1927, File 13167-42, granted to him by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said Lease No.138 to Mrs.Grace F.Hilborn, herein described as the party of the second part, and the said Mrs.Grace F.Hilborn has agreed to accept the transfer of said Lease No.138 and to accept and to carry out all the terms and conditions set out in the said Lease.

IN WITNESS WHEREOF the said parties hereto have set their hands, and seals.

SIGNED, SEALED AND DELIVERED in the presence of

D W M Bone

As to the signature of W.H.Edwards, — W H Edwards — Party of the First Part,

As to the signature of Mrs.Grace F.Hilborn, — D W M Bone — Party of the Second Part. — Grace F. Hilborn.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Ken Marwick
Signature

Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
April 29, 1935.

DEPT. OF INDIAN AFFAIRS
MAY 4 1935
RECORDS

File 13167-42.

Sir:-

I beg to request that Lease No.266 covering Lot No.32, Chekwelp I.R.No.26, held in the name of Messrs. Baxter and Reid be transferred to Mr. G.H.Tupper.

Duplicate and triplicate copies of the above-mentioned lease together with assignment from Mr.W.E.Baxter and Mr.J.M.Reid to Mr.G.H.Tupper are attached and I trust you will find the same in order.

This lease was only recently transferred to Baxter and Reid who are related, and now they wish another relative to have Lot No.32. It would have been better had they waited and transferred it direct from A.G.Watson to G.H.Tupper and saved this extra trouble. However, I hope the Department will see its way clear to make this further transfer.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J.C. Ball

(F.J.C.Ball).
Indian Agent.

B/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

May 9, 1935.

Sir,-

Referring to your letter of the 29th ultimo, I enclose, for the usual disposition, Lease No. 266, in duplicate, covering Lot No. 32, Chekwelp Indian Reserve No. 26, bearing endorsation of transfer to G..H. Tupper

Your obedient Servant,

Enclosure.

Director.

F. J. C. Ball Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 20 1935
RECORDS

Lease

203-6 Rogers Bldg.,
Vancouver, B.C.,
July 15, 1935.

Dear Sir:-

I beg to request that the necessary lease be made out in the name of Edith Litch covering Lot No. 36, Chekwelp I.R.No.26, from the 18th May, 1935, to the 18th May, 1945, at an annual rental of $15.00.

I have the honour to be,
Sir,
Your obedient servant,

F.J.C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EXD

13167-42A.

July 30th, 1935.

Sir,-

Referring to your letter of the 15th instant, I enclose herewith, for signature and, afterwards to be returned to the Department for final execution, lease, in triplicate, in favour of Edith Liteh, covering Lot 36, Chekwelp Indian Reserve.

J.H.G.O.

Your obedient servant,

Enclosures.

Director.

F. J. C. Ball, Esq.,
Indian Agent,
205-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 13 1935

203-6 Rogers Bldg.
Vancouver, B.C.,
September 4, 1935.

Your File 13167-42A.

Copy to N.F.

R

Dear Sir:-

With reference to your letter of the 30th July, I now beg to return herewith lease, in triplicate, covering Lot 36, Chekwelp I.R.No.26, made out in favour of Edith Litch, the said lease having been signed by her and her signature witnessed.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C. Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this 25th day of April, in the year of Our Lord One Thousand Nine Hundred and Thirty-five

BETWEEN W.E.BAXTER and J.M.REID, of Vancouver, B.C.

PARTIES OF THE FIRST PART,

AND G.H.TUPPER, 1246 Burnaby St., Vancouver, B.C.

PARTY OF THE SECOND PART,

WITNESSETH that whereas the parties of the first part are the lessees of Lot No.32, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.266, dated the 18th May, 1931, File 13167-42, granted to him by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

And the said lessees are desirous to transfer the said Lease No.266 to G.H.Tupper, herein described as the party of the second part, and the said G.H.Tupper has agreed to accept the transfer of said Lease No.266 and to accept and to carry out all the terms and conditions set out in the said Lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED
in the presence of
F R Baxter

As to the signature of
W.E.Baxter,
F R Baxter,
As to the signature of
J.M.Reid,
Helen McMillan
As to the signature of
G.H.Tupper.

F R Baxter
W E Baxter
J M Reid
Parties of the First Part.
G H Tupper
Party of the Second Part.

This Document has been removed for retention in the Records of the Indian Land Registry
Ken Mowrage
Signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 4, 1935.

Your File 13,167-42.

Dear Sir:-

I beg to advise that Mr.W.H.Edwards has requested permission to transfer his lease covering Lot 8, Chekwelp I.R.No.26, to Grace F.Hilborn.

Duplicate and Triplicate copies of Lease 138 as well as an assignment covering the above-mentioned Lot are herewith enclosed.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167 42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

OF INDIAN AFFAIRS
SEP 13 1935
VANCOUVER

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 4, 1935.

Your File 13,167-42.

R

Dear Sir:-

I beg to advise that Mr.W.H.Edwards has requested permission to transfer his lease covering Lot 8, Chekwelp I.R.No.26, to Grace F.Hilborn.

Duplicate and Triplicate copies of Lease 138 as well as an assignment covering the above-mentioned Lot are herewith enclosed.

I have the honour to be,
Sir,
Your obedient servant,

Enclosures:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

September 17, 1935.

Sir,-

Referring to your letter of the 4th instant, I enclose Lease, in triplicate, in favour of Edith Litch, covering Lot 36, Chekwelp Indian Reserve No. 26, with a new last page added, in order that it may be properly signed, before submission to the Deputy Superintendent General for signature.

H.A.O.

Enclosure.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A.

September 17th, 1935.

Sir,-

Referring to your letter of the 4th instant, I enclose herewith Lease No. 138, in duplicate, covering Lot 8, Chekwelp Indian Reserve No. 6, New Westminster District, B. C., bearing endorsation of transfer to Grace F. Hilborn.

Your obedient servant,

Director.

Enclosures.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

R

203-6 Rogers Bldg.,
Vancouver, B.C.,
September 27,n1935.

OF INDIAN AFFAIRS
OCT 4 1935
RECORDS

Your File 13,167-42A.

Dear Sir:-

I beg to enclose herewith lease in triplicate covering Lot No.36, Chekwelp I.R.No.26, made out in the name of Edith Litch, the same having now been signed by her and her signature witnessed. The lease is returned to the Department for final execution.

Lease No 373
Fol. 134.
Vol. IV

I have the honour to be,
Sir,
Your obedient servant,

Enclosure:-

(F.J.C.Ball).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

October 10, 1935.

Sir,-

Referring to your letter of the 27th ultimo, I enclose, for the usual disposition, Lease No. 373, in duplicate, in favour of Edith Litch, covering Lot No. 36, Chekwelp Indian Reserve No. 26.

Your obedient Servant,

Enclosure.

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

EXTRACT
ORIGINAL ON
77-767

DEPT. OF INDIAN AFFAIRS
NOV 18 1935
RECORDS

Kamloops, B.C., October 29th, 1935.

INSPECTION REPORT VANCOUVER AGENCY NO. 6.

x x x

I went over the leases of this agency and there are a number of them long overdue for payment. What I would like to know is whether the clauses in the leases calling for cancellation if payment is not made within a certain time, are automatic. In other words, is the Indian Agent to count these leases as cancelled and therefore open to releasing, or has he to wait for action until the matter has been submitted to the Department. I point this out because of the situation that may arise from the Indian side, in that the Indians at some later date may claim that the Department is responsible for the rent unless it is automatic, and the clause actually means cancellation. It is perhaps not an easy matter to decide as sometimes, after length of non-payment, the lessee may, owing to business circumstances, pay up several years of arrears, and this might have been lost if cancellation had taken place, though there is always the chance of a lessee who has dropped a lease releasing the property, provided it is not taken up by somebody else in the meanwhile, inwhich case, of course, there would be no loss. I think this situation should be cleared up owing, as I said before, to possible troublesome claims by Indians in the future.

x x x

Lease 265, James Lee. This lease will have to be cancelled as Indian Agent Ball informs me that he cannot get in touch with the lessee.

x x x

I shall be much obliged, there ore, if the Department will make clear to us what can be done in the above cases.

x x x

Geo. S. Pragnell.
Inspector of Indian Agencies.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

13167-42A.

Mr. Ins. & Chief Clerk

March 25, 1936.

EX'D.

Sir,-

Re Lease No. 338 - Edward R. Livingston,
Lot No. 30 - Chekwelp Indian Res. No. 26.

It has been ascertained that this Lease was, inadvertently, issued for a term of eleven years from 18th May, 1931, whereas it should have been from 18th May, 1934, and I would, therefore, ask you to be good enough to obtain the Lessee's copy and forward it to the Department, together with that of record in your office, for the necessary amendment, after which it will be returned to you, in duplicate, for the usual disposition.

Your obedient Servant,

H.D.

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
APR 11 1936
RECORDS

203-6 Rogers Bldg.,
Vancouver, B. C.
April 6th 1936.

R

Sir:

re: Your File No.13167-42A

I beg to enclose herewith duplicate and triplicate of Lease No.338 covering Lot 30 on Chekwelp I.R.No.26, for correction in the matter of date - namely, from 1931 to 1934 - in accordance with your letter of the 25th ultimo.

I have the honour to be,

Sir,

Your obedient servant,

(F.J.C.Ball)

B/DH.

Indian Agent.

The Secretary,

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

EXD.

April 18th,1936.

Sir,-

Referring to your letter of the 6th instant, I am returning herewith Lease No. 338, in duplicate, amended as suggested in letter of the 28th ultimo, by insertion of the word "four" on the front page.

Your obedient servant,

H.G.D.

Enclosures.

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6-Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 1 1936
RECORDS

203-6 Rogers Bldg.
Vancouver, B. C.
April 27th 1936.

Sir:

re: Your File No.13167-42.

I beg to request that a lease of Lot 1, Chekwelp Indian Reserve No.26a, Squamish Band, at Grantham's Landing, be issued to Frederick Charles Grantham, at an annual rental of $25.00 during pleasure, the rental to be paid on May 18th each year.

This small Reserve is divided into three lots, of which Mr.G.G.Fothergill has one, the other two being vacant. Under File No.13167-42 you issued a permit to Mr.Fothergill during pleasure, and I am, therefore, asking that the same be applied in this case.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/DH.

The Secretary,
Department of Indian Affairs,
OTTAWA

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

May 5th, 1936.

EXD.

Sir,-

I beg to acknowledge receipt of your letter of the 27th ultimo, reporting the application of Mr. Frederick Charles Grantham for permission to use and occupy Lot No. 1, Chekwelp Indian Reserve No. 26A, at a rental of $25.00 per annum.

In order to establish a proper basis for action it would be well to follow the procedure in the case of G. G. Fothergill, and obtain the consent of the Indians by Resolution in Council,--as matters now stand it would be quite impossible to approve the application as submitted.

Your obedient servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Credit Advice

MEMO.

May 6th 1936

The following remittance has been received from

Indian Agent J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 25.00

EX'D.

Agency Receipt No. 25828 dated 22.4.36

Payer D. W. McNabb on account of Rental

Acct #17

B.

Mr. McKinnon

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Squamish Indian Council

Squamish I.R.No.1,

May 14. 1936.

We, the undersigned members of the Squamish Indian Council, hereby agree to a lease during pleasure being issued to Frederick Charles Grantham, the same as was granted to Mr.G.G.Fothergill by our resolution of October 29th, 1926, on Chekwelp I.R.No.26a, at $25.00 per annum, and we also authorize the remaining lot on the Reserve in question to be leased at a similar rental if a lessee can be found.

THIS AGREEMENT will be covered by a Resolution at our next regular Council meeting.

Witness:

Councillor G. [illegible]

Chief [illegible]

[illegible]

Dessury Paul

Wm. Baker, [illegible]

H Guck

Edward [illegible]

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Ken Nawasiga
Signature

Dec. 11 19 72

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 18 1936
RECORDS

203-6 Rogers Bldg.,
Vancouver, B. C.
May 14th 1936.

Sir:

re: Your File No.13167-42A.

In accordance with the request contained in your letter of the 5th instant, I have obtained from the Squamish Indian Council their written consent to the proposed agreement with Mr.F.C.Grantham, covering Lot 1, Chekwelp I.R.No.26a; you will note that the leasing of the remaining lot on this Reserve is also approved, should a lessee be found for same.

The enclosed form of consent was adopted as a Council meeting has just been held, and another will not take place for some time; at that time, however, this matter will be covered by a proper Resolution. I trust this will be satisfactory.

I have the honour to be,

Sir,

Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

B/DH.

J.C.Caldwell, Esq.,
Director of Lands & Timber,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Ottawa, May 27, 1936.

Representative of the Treasury.
MAY 29 1936
INDIAN AFFAIRS.

Sir,-

Referring to your letter of the 14th instant, and prior correspondence, I beg to say that, in accordance with Resolution of the 14th instant and your favourable recommendation, permission is hereby granted Mr. Frederick Charles Grantham to occupy, from 18th May, 1936, during pleasure of the Department, Lot No. 1, Chekwelp Indian Reserve No. 26A, at an annual rental of $25.00, payable yearly, in advance.

Your obedient Servant,

Deputy Superintendent General.

The original of this Document has been removed for retention in the Records of the Indian Land Registry
PR1001
Signature
19

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Assigned to Herbert Harris Grantham 18/5/41

The original of this Document has been removed for retention in the Records of
19

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
JUN 2 1986
RECORDS

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.
Vancouver, B. C.
May 26th 1936.

Acct #54

Sir:

re: File 13,167-1 - Leases.

I beg to acknowledge receipt of your letter of the 13th instant, and with regard to Account No. 54 Lease 265, James Lee, this man applied for a lease in 1931, paid $30.00 for the year ending May 18th 1932, and disappeared completely. He did not use the property in any way and everything possible was done to get in touch with him. He had a small business in the suburbs of Vancouver, and the only information I could gather was that he went bankrupt and left the country.

Under the circumstances, there seems to be no alternative but to cancel the lease. I cannot get the triplicate copy of the lease, of course, as it is probably in Lee's possession, or has been destroyed.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/DH.

Harold W. McGill Esq., M.D.,
Deputy Superintendent General,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

203-6 Rogers Bldg.,
Vancouver, B. C.
May 28th 1936.

Sir:

re: File No.15167-1.- Leases.

I beg to acknowledge receipt of your letter of the 13th instant in the above matter and with reference to Account No.79, Lease 373, Miss Edith Litch, I am completely at a loss to know what should be done about this lease.

Miss Litch is a school teacher and is a sister of the lessees of several other lots on Chekwelp Reserve (Squamish No.26), adjoining the lot she applied for. Miss Litch applied for the lease, commenced clearing the lot and did considerable work on it preparing to build. When the lease was received, she gave me a post-dated cheque, which I refused. On July 15, she gave me another cheque which I put through the books in the usual way, and was surprised when it was returned, marked N.S.F. When I 'phoned her about it, her remark was "it is not convenient to pay now", and I have been unable to collect since. I regret to say that although the other lessees referred to eventually pay, I always receive post-dated cheques at first.

They are all school teachers on good salaries, and there should be no question of payment.

Seeing that Miss Litch acted in this way on the first year's rental, I do not think she would be a satisfactory person to have a lease. Rental for two years is now due, and I think the only recourse is to cancel the lease and rent the lot to another lessee. Would it not be good policy to take action for the recovery of last year's rental and try to instil some sense of responsibility when they enter into agreements of this kind?

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

B/DH.

(F.J.C.Ball)
Indian Agent.

Harold W. McGill, M.D., Esq.,
Deputy Superintendent General,
Department of Indian Affairs,
OTTAWA.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
JUN 2 1936
Registered

OFFICE OF
INDIAN AGENT
203-6 Rogers Bldg.,
Vancouver, B. C.
May 28th 1936.

R

Sir:

Acct #79

re: File No.13167-1.- Leases.

I beg to acknowledge receipt of your letter of the 13th instant in the above matter and with reference to Account No.79, Lease 373, Miss Edith Litch, I am completely at a loss to know what should be done about this lease.

Miss Litch is a school teacher and is a sister of the lessees of several other lots on Chekwelp Reserve (Squamish No.26), adjoining the lot she applied for. Miss Litch applied for the lease, commenced clearing the lot and did considerable work on it preparing to build. When the lease was received, she gave me a post-dated cheque, which I refused. On July 15, she gave me another cheque which I put through the books in the usual way, and was surprised when it was returned, marked N.S.F. When I 'phoned her about it, her remark was "it is not convenient to pay now", and I have been unable to collect since. I regret to say that although the other lessees referred to eventually pay, I always receive post-dated cheques at first.

They are all school teachers on good salaries, and there should be no question of payment.

Seeing that Miss Litch acted in this way on the first year's rental, I do not think she would be a satisfactory person to have a lease. Rental for two years is now due, and I think the only recourse is to cancel the lease and rent the lot to another lessee. Would it not be good policy to take action for the recovery of last year's rental and try to instil some sense of responsibility when they enter into agreements of this kind?

I have the honour to be,
Sir,
Your obedient servant,

Fredk J C Ball

B/DH.

(F.J.C.Ball)
Indian Agent.

Harold W. McGill, M.D., Esq.,
Deputy Superintendent General,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Account No. 79.

June 2, 1936.

Dear Sir,-

Lease No. 373.
Miss Edith Litch,
Vancouver Agency.

We have for acknowledgment your letter of the 26th ultimo in which you recommend that the above mentioned lease be cancelled and that the necessary action be taken to collect last year's rental in the amount of $15.00.

The matter has been referred to the Lands Branch and they will no doubt communicate with you in due course.

Yours truly,

W. D. Wymbs,
Asst. Representative of the Treasury.

Fred J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.
Vancouver, B.C.

MM/LE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Account 54.

June 2, 1936.

Dear Sir,-

Lease 265.
James Lee,
Vancouver Agency.

Your letter dated the 26th May in connection with the above noted lease has been received.

It is noted that you recommend cancellation of this lease and we are therefore referring the matter to the Lands Branch.

Yours truly,

A. D. Wymbs,
Asst. Representative of the Treasury.

Fred J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B.C.

MM/LE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FILE NO. 13167-42

Accounts 54 & 70.

OFFICE OF
REPRESENTATIVE OF THE TREASURY
DEPARTMENT OF INDIAN AFFAIRS

OTTAWA, CANADA

June 2, 1936.

MEMORANDUM: MR. CALDWELL.

Lease No. 265, Acct. 54,
James Lee - Vancouver Agy.

Lease No. 373, Acct. 70,
Edith Litch - Vancouver Agy.

Will you kindly refer to the letters hereunder from Indian Agent Ball dated the 26th May in connection with the above mentioned leases.

Regarding Lease No. 373, in the name of Edith Litch, the Agent recommends that the lease be cancelled, but that action should be taken to collect the 1935 rental in the amount of $15.00 and we concur in this recommendation.

Lease 265, Account 54, is in the name of James Lee and as the Agent reports that he is unable to locate the lessee it would appear that there is no alternative but to cancel the lease.

If these leases are cancelled it will be necessary that you let us have the cancellation notice in duplicate in each case.

A. D. Hymbs.

MM/LE

15.6.36

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

What is the P.O. address
East Toilet?
E.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A.

EX'D.

Ottawa, June 4, 1936.

Sir,-

In connection with Lease No. 373, in your Agency, covering a parcel of land in the Chekwelp Reserve, it is the intention of the Department to take action against the holder thereof, Miss Edith Litch, for the purpose of collecting the two years' arrears of rental which have been permitted to accumulate, and particularly in view of the fact that Miss Litch has refused to meet your demand for payment. Will you be good enough, therefore, at once, to advise the Department of the residence or post office address of Miss Edith Litch, in order that the matter may be placed in the hands of the Department of Justice for further action.

Your obedient Servant,

A. F. MacKenzie,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Lands

2

203-6 Rogers Bldg.
Vancouver, B. C.
May 26th 1936.

Sir:

re: File 13,167-1 - Leases.

I beg to acknowledge receipt of your letter of the 13th instant, and with regard to Account No. 54 Lease 265, James Lee, this man applied for a lease in 1931, paid $30.00 for the year ending May 18th 1932, and disappeared completely. He did not use the property in any way and everything possible was done to get in touch with him. He had a small business in the suburbs of Vancouver, and the only information I could gather was that he went bankrupt and left the country.

Under the circumstances, there seems to be no alternative but to cancel the lease. I cannot get the triplicate copy of the lease, of course, as it is probably in Lee's possession, or has been destroyed.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

B/DH.

Harold W. McGill Esq., M.D.,
Deputy Superintendent General,
Department of Indian Affairs,
OTTAWA.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42

Lease No. 265

Department of Indian Affairs,

Ottawa, June 16, 1936.

WHEREAS a Lease dated the 11th day of September, 1931, was issued to James Lee, of the City of Vancouver, covering Lots Nos. 45 and 46, in the Chekwelp Indian Reserve No. 26, in the district of New Westminster and Province of British Columbia, said lease being issued subject to certain conditions

AND WHEREAS it has been represented and established to my satisfaction that the conditions under which the said lease was issued have been violated,

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said lands.

Harold W. Vell

Deputy Superintendent General

of Indian Affairs.

Lease Journal.
25-6-36.
P.O.B.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Ken Newdigate
Signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The original
Cancellation of Lease
Reg # X23500 is
attached.
P.A. to Archives
Vol. 8092
Accession 73/103.

H. Murphy.
April 14, 1976.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26
pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.
Lease No. 373.

Department of Indian Affairs,
Ottawa, June 16, 1936.

WHEREAS A Lease dated the 26th day of July, 1935, was issued to Edith Litch, of the City of Vancouver, covering Lot No. 36 in the Chekwelp Indian Reserve No. 26, in the District of New Westminster and Province of British Columbia, said lease being issued subject to certain conditions, one of which being the payment of an annual rental.

AND WHEREAS it has been represented and established to my satisfaction that the condition as to payment of rental under which the said lease was issued, has been violated.

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said lands.

Harold McGill

Deputy Superintendent General
of Indian Affairs.

Lease
Journal
25-6-36
KOb

Indian Affairs, (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

X023-00H

RECEIVED FROM
IN THE
LAND REGISTRY

Aug 17 8 20 AM '74

CHEKWELP

INDIAN RESERVE NO. 26

BRITISH COLUMBIA

LETTER OF CHANGE OF NATION

NUMBER OF PIECES 1

PUBLIC RECORDS
ARCHIVES
CANADA

13167-42A.

Reverse

June 24, 1936

Sir,-

With reference to your letter of the 26th ultimo, I beg to inform you that Lease No. 265, in favour of James Lee, covering Lots Nos. 45 and 46, Chekwelp Indian Reserve No. 26, has been cancelled for non-compliance with the terms thereof.

H.G.O.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

EX'D.

Revenue

Representative of the Treasury, JUN 24 1936 INDIAN AFFAIRS

June 24, 1936.

Sir,-

Referring to your letter of the 26th ultimo, I beg to inform you that Lease No. 373, in favour of Miss Edith Litch, covering Lot No. 36 in the Chekwelp Indian Reserve No. 26, has been cancelled for non-payment of rental.

Your obedient Servant,

Director.

F. J. C. Ball, Esq.,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
JUN 22 1936
RECORDS

DE[illegible]MENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B. C.,
June 17, 1936.

2

EXD.

Sir:

re: File No. 13167-42A.

I beg to acknowledge the receipt of your letter of the 4th instant regarding Lease 373, Miss Edith Litch, Chekwelp Indian Reserve 26.

I spoke to Miss Litch again today and advised her to pay the rental but received no satisfactory reply. Her address is 4697 Belmont Ave., Vancouver, B.C.

I have the honour to be

Sir,

Your obedient servant,

(F.J.C.Ball)

Indian Agent.

B/MD

The Secretary,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
JUN 30 1936
OFFICE OF INDIAN AGENT
RECORDS

203-6 Rogers Building,
Vancouver, B. C.,
June 26, 1936.

Sir: re: File #13167-42-A

EXD.

R

I beg to refer to your letter of the 4th instant regarding Lease No. 373, covering land on Chekwelp Reserve, and note it is your intention to take action against the holder, Miss Edith Litch.

Presumably, you have taken some action direct as she called at this office today and paid two years' rental to the 18th of May, 1937. I accepted the rental, which I trust meets with your approval.

I believe Miss Litch will now realize that this rental cannot wait on her convenience, for payment.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

B/MD

The Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Credit Advice

MEMO. July 8 1935

The following remittance has been received from

Indian Agent D. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 30.00

Agency Receipt No. 25901 dated June 26/36

Payer Miss Edith Litch on account of Rental Lease 373

Susp #50

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42A

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, July 14th, 1936.

Memo.

Acting Deputy Superintendent General,-

Under date of July 26, 1935, a lease was issued by the Department to Miss Edith Litch, of the City of Vancouver, covering Lot No. 36, in the Chekwelp Indian Reserve No. 26, District of New Westminster. Subsequently the lessee, having defaulted in the payment of rental for a period of two years and in the amount of $30.00, the lease was cancelled formally on the 16th of last month, and our local Agent, Mr. F. J. C. Ball, Vancouver, advised to that effect.

In the meantime Miss Litch has forwarded to the Department, through Agent Ball, the sum of $30.00, representing the full amount of arrears and, consequently, in view of this payment and the probability that future payments will be made more promptly, I would recommend that the cancellation of this lease be revoked and that the lessee, Miss Edith Litch, be permitted to remain in occupation.

Cancellation revoked. A.G.C.

Acting Director.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
PR1001 B. Deconti
Signature
10/4 1974

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this 1st day of October in the year of Our Lord one thousand nine hundred and thirty-six

Between

H.D.MORRISON, of the City of Vancouver, B.C.

Party of the first part

and

ALBERT WHITE, of 4206 Cariboo St., Vancouver, B.C.

Party of the second part

WITNESSETH that whereas the party of the first part is the lessee of Lot 13 in the summer camp subdivision of Squamish Indian Reserve No.26(Chekwelp) in the District of New Westminster, Province of British Columbia, said lot being held by him under Lease No.249, dated 23rd April 1931, File No.13167-42, granted to him by His Majesty King George the Fifth, as represented by the Superintendent General of Indian Affairs, therein described as the lessor;

AND the said lessee is desirous to transfer the said Lease No.249 to ALBERT WHITE, herein described as the party of the second part, and the said ALBERT WHITE has agreed to accept the transfer of said Lease No.249 and to accept and to carry out all the terms and conditions set out in the said lease ;

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of:

Jean Morrison
As to signature of H.D.Morrison
220 Bowman Rd

Alice White
As to signature of A. White
4206 Cariboo St

H D Morrison
Party of the 1st part

Albert White
Party of 2nd part

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Signature

THIS INDENTURE made this 1st day of October in the year of Our Lord one thousand nine hundred and thirty-six

Between

H.D.MORRISON, of the City of Vancouver, B.C.

Party of the first part

and

ALBERT WHITE, of 4206 Cariboo St., Vancouver, B.C.

Party of the second part

WITNESSETH that whereas the party of the first part is the lessee of Lot 13 in the summer camp subdivision of Squamish Indian Reserve No.26(Chekwelp) in the District of New Westminster, Province of British Columbia, said lot being held by him under Lease No.249, dated 23rd April 1931, File No.13167-42, granted to him by His Majesty King George the Fifth, as represented by the Superintendent General of Indian Affairs, therein described as the lessor;

AND the said lessee is desirous to transfer the said Lease No.249 to ALBERT WHITE, herein described as the party of the second part, and the said ALBERT WHITE has agreed to accept the transfer of said Lease No.249 and to accept and to carry out all the terms and conditions set out in the said lease ;

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of:

Jean Morrison As to signature of H.D.Morrison 220 Cambie Alice White As to signature of A. White 4206 Cariboo Street	H.D. Morrison Party of the 1st part Albert White Party of 2nd part

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPT. OF INDIAN AFFAIRS
OCT 24 1936
VANCOUVER

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
203-6 Rogers Bldg.,
Vancouver, B. C.
October 20th 1936.

Sir:

re: File No.13,167-42.

I am enclosing herewith duplicate and triplicate copies of Lease No.249, covering Lot 13, Chekwelp I.R. No.26, Squamish Band, together with transfer of this lease from Mr.H.D.Morrison to Mr.Albert White. Rental has been paid to May 18th 1937, and I would recommend that this transfer be approved.

I have the honour to be,

Sir,

Your obedient servant,

Fred J.C. Ball

B/DH.

(F.J.C.Ball)

Indian Agent.

The Secretary,

Department of Indian Affairs,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A.

EX'D.

Ottawa, October 27th, 1936.

Sir,-

Referring to your letter of the 20th instant, I enclose herewith, for the usual disposition, Lease No. 250, in duplicate, in favour of H. D. Morrison, covering Lot No. 13, Chekwelp Indian Reserve No. 26, District of New Westminster, B. C., and bearing endorsation of transfer to Mr. Albert White.

Your obedient servant,

H.Y.O.

J. C. Caldwell,
Director, Lands & Timber Branch.

Enclosures.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

7.1316742

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

ARCHIE GALBRAITH WATSON

Transferred 20.11.34 to

-of- W. E. Beveridge of M.

Lot No. 32 in the Chekwelp
Indian Reserve No. 26.

for 14 years
from 18th May, 1931.

Dated 12th Sept., 1931.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

Duplicate.

THIS INDENTURE, made this Twelfth day of September, in the year of our Lord One thousand nine hundred and thirty-one,

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs, hereinafter called the "Lessor,"

of the First Part;

And ARCHIE GALBRAITH WATSON, of the City of Vancouver, in the Province of British Columbia, hereinafter called the "Lessee,"

of the Second Part;

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee all that messuage or tenement situate, lying and being in the Chekwelp Indian Reserve number Twenty-six, in the district of New Westminster and Province of British Columbia, and more particularly described as follows: Lot number Thirty-two according to plan of subdivision by T. T. Bartlett, of record in the Department of Indian Affairs.

TO HAVE AND TO HOLD the said demised premises for and during the term of fourteen years from the Eighteenth day of May, One thousand nine hundred and thirty-one. Yielding and paying therefor during the said term the yearly rent of Fifteen dollars, payable yearly, in advance, on the Eighteenth day of May in each year of the said term, the first payment to be made on the day of execution of these presents.

The Lessee covenants with the Lessor to pay rent, and from time to time to remove from off the said premises all rubbish which may have accumulated

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

on the said premises.

AND the said party of the second part, his executors, administrators and assigns, further covenants that he will not sell, or permit or suffer to be used on the said premises, any spirituous liquors, ale, beer, or any intoxicating beverage whatsoever.

IT IS FURTHER HEREBY covenanted and agreed that the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer or set over, or otherwise by any act or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Provise for re-entry by the Lessor on non-payment of rent, whether lawfully demanded or not, or non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid. The Lessor covenants with the Lessee for quiet enjoyment.

IT IS HEREBY declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED)
In the presence of)

As to the signature of the Deputy Superintendent General of Indian Affairs.)

Deputy Superintendent General of Indian Affairs.

Helen M. Milne

As to the signature of Archie Galbraith Watson.

Archie Galbraith Watson.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

7.13167½

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

ARCHIE GALBRAITH WATSON

Transferred 30.11.46

-of- W. E. Barker
J. M. Reid

Lot No. 32 in the Chekwelp
Indian Reserve No. 26.

for 14 years
from 18th May, 1931.

- Trans. 4266 -

Dated 12th Sept., 1931.

635 W 13th Ave
Van

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13,167-42.

Triplicate.

THIS INDENTURE, made this Twelfth day of September, in the year of our Lord One thousand nine hundred and thirty-one,

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs, hereinafter called the "Lessor,"

of the First Part;

And ARCHIE GALBRAITH WATSON, of the City of Vancouver, in the Province of British Columbia, hereinafter called the "Lessee,"

of the Second Part;

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee all that messuage or tenement situate, lying and being in the Chehwely Indian Reserve number Twenty-six, in the district of New Westminster and Province of British Columbia, and more particularly described as follows: Lot number Thirty-two according to plan of subdivision by T. T. Bartlett, of record in the Department of Indian Affairs.

TO HAVE AND TO HOLD the said demised premises for and during the term of fourteen years from the Eighteenth day of May, One thousand nine hundred and thirty-one. Yielding and paying therefor during the said term the yearly rent of Fifteen dollars, payable yearly, in advance, on the Eighteenth day of May in each year of the said term, the first payment to be made on the day of execution of these presents.

The Lessee covenants with the Lessor to pay rent, and from time to time to remove from off the said premises all rubbish which may have accumulated

Transfer of this lease to Y. E. Backer, J. M. Reid is hereby authorized.

Harold W. Hill

Hereby sight & seal of Indian Affairs

Ottawa 20 XII 1934

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

on the said premises.

AND the said party of the second part, his executors, administrators and assigns, further covenants that he will not sell, or permit or suffer to be used on the said premises, any spirituous liquors, ale, beer, or any intoxicating beverage whatsoever.

IT IS FURTHER HEREBY covenanted and agreed that the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer or set over, or otherwise by any act or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Proviso for re-entry by the Lessor on non-payment of rent, whether lawfully demanded or not, or non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid. The Lessor covenants with the Lessee for quiet enjoyment.

IT IS HEREBY declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED)
In the presence of)

As to the signature of the)
Deputy Superintendent General)
of Indian Affairs.)

Deputy Superintendent General
of Indian Affairs.

Helen M. Milne

As to the signature of)
Archie Galbraith Watson.)

Archie Galbraith Watson

A. B. Williams

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13467-40

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B. C.
November 4th 1936.

DEPT. OF INDIAN AFFAIRS
NOV 9 1936
SECURED

Sir:

re: Lot 32, Chekwelp I.R.#26, Lease 266.

I beg to refer to above lease issued to A.G.Watson and later transferred to W.E.Baxter and L.M.Reid jointly and then to G.H.Tupper.

Unfortunately Mr.Tupper, immediately after he obtained the lease, lost his employment through the people for whom he was working going out of business. Since then he has been unable to find employment, and is in straightened circumstances. He genuinely regrets not having paid the rental due May 18th 1935 and May 18th 1936, and sees no hope of being able to do so. He has done nothing with this lot, and now petitions the Department to permit him to give up the lease.

If the Department can see its way clear to grant this request, I am sure it will be appreciated and under the circumstances, I respectfully recommend that it be done, and the lot declared vacant. It is one of the lots leased for summer camps on this Reserve; there are quite a number still vacant.

I can probably get the lot leased again as Tupper cleared and levelled it, which will make it easier to lease then an unimproved lot, and cancellation of the lease from May 18th 1935 will reimburse Tupper for the work he has done on it.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

203-6 Rogers Bldg.,
Vancouver, B. C.
November 4th 1936.

NOV 9 1936
RECORDS

Sir:

re: File No.13,167-42

I beg to refer to Lease No.159, covering Lot 7, Chekwelp I.R.No.26, in the name of Mrs.E.A.Warner. Application for the transfer of this lease to Mr.Bernard Boe, of Vancouver, has been received, and I am enclosing herewith transfer form signed by Mrs.Warner and Mr.Boe, together with duplicate copy of the lease.

Transfer with J.T.G.O.

The arrangements for this transfer were made between Mrs.Warner and Mr.Boe in 1935, but before the transfer form had been completed, Mrs.Warner left for England, and the form was sent to her there for signature. On its return to Vancouver, it was mislaid in some way, and has only just come to light. However, Mrs.Warner's copy of the lease is still missing. Would it be possible for the Department to furnish another copy for Mr.Boe?

Our records still show Mrs.Warner as the lessee of this lot, because, although she advised me that she contemplated transferring her lease, nothing further was heard until yesterday, when Mr.Boe brought in the transfer form, and explained the delay.

I would respectfully recommend that this transfer be approved.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/DH.

The Secretary,
Department of Indian Affairs,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver Agy

Acct 16

13167-42A.

Noted
26.11.36
B

Ottawa, November 12th, 1936.

Sir,-

Referring to your letter of the 4th instant, I enclose herewith, for the usual disposition, Lease No. 159, in duplicate, in favour of Mrs. E. A. Warner, covering Lot 7, Chekwelp Indian Reserve No. 26, District of New Westminster, and bearing endorsation of transfer to Bernard Boe, dated the 9th instant.

Your obedient servant,

H.J.C.

J. C. Caldwell,
Director, Lands and Timber Branch.

Enclosures.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

7.13164½

(13th Nov. 1936)

D.G.R.

Lease 266 - Issued to Archie Galbraith (Date 12 Sept 1931) Watson, now stands by transfer in name of G. H. Lupsper.

Cancel for non-payment of rental.

D.G.O.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver Ag
Act 15

File 13167-42A.

Lease No. 266.

Department of Indian Affairs,
Ottawa, November 16, 1936.

WHEREAS a Lease, dated the 12th day of September, 1931, was issued to Archie Galbraith Watson, and now stands by transfer in the name of G. H. Tupper, covering Lot No. 32, Chekwelp Indian Reserve No. 26, in the district of New Westminster, in the Province of British Columbia, said lease being issued subject to certain conditions, one of which being the payment of an annual rental.

AND WHEREAS it has been represented and established to my satisfaction that the condition as to payment of rental under which the said lease was issued, has been violated,

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said lands.

The original of this Document has been removed for re'ention in the Records of the Indian Land Registry.
Ken Meawatigl
Signature
Dec 11 1972

Deputy Superintendent General
of Indian Affairs.

Lease Journal.
26.11.36.
B

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made this 15th day of April

in the year of OUR LORD ONe Thousand Nine Hundred and Thirty-five

BETWEEN Mrs.E.A.Warner, of Vancouver, B.C.

PARTY OF THE FIRST PART

AND Bernard Boe, of 652 Seymour St.,Vancouver, B.C.,

PARTY OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot 7, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by her under Lease No.159, dated the 18th ~~September~~ May 1928, File 13167-42, granted to her by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said Lease No.159 to Bernard Boe, herein described as the party of the second part, and the said Bernard Boe has agreed to accept the transfer of said lease No.159 and to accept and to carry out all the terms and conditions set out in the said Lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of
H. M. Borden.
221 Hammersmith Road, London England
Solicitor

As to the signature of Mrs.A.E.Warner,

E A Warner

Party of the First Part

Bernard Boe

Party of the Second Part.

As to the signature of Bernard Boe,
F. W. Dick
435 Howe St.
Vancouver B.C.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Ken Meawasige
Signature
Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A.

EX'D.

Department of the Interior
NOV 20 1936
INDIAN AFFAIRS

Ottawa, November 19, 1936.

Sir,-

Re Lease No. 266 - G. H. Tupper,
Lot 32, Chekwelp Reserve No. 26.

I beg to acknowledge the receipt of your letter of the 4th instant, in the above matter, and in reply to inform you that this lease, issued in favour of Archie Galbraith Watson, and standing by transfer in the name of G. H. Tupper, has been cancelled for non-payment of rental.

H.Y.O.

Your obedient Servant,

J. C. Caldwell
Director, Lands & Timber Branch.

F. J. C. Ball, Esq.,
Indian Agent,
203-6 Rogers Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

RECEIVED

12267-42

Account 62.

February 17, 1937.

Dear Sir,-

Lease 295.
George R. Cooper,
Vancouver Agency.

On reviewing the above mentioned account we note that the account outstanding amount to $30.00, being the 1935 and 1936 rental.

As this rental has now been outstanding for some considerable time, it would be appreciated if you would interview Mr. Cooper and collect the amount owing.

In the event that you are not successful in making the collection kindly forward a report.

Yours truly,

A. D. Hyshe,
Asst. to Chief Treasury Officer.

R. J. C. Hall, Esq.,
Indian Agent,
426 Dominion Public Bldg.,
Vancouver, B.C.

MH/LE

30-6-37

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Mr. McGill

OFFICE OF
INDIAN AGENT

416 Dominion Public Bldg.,
Vancouver, B. C.
February 22nd 1937.

Sir:

re: File No. 13167-42-Account 62

Replying to your letter of the 17th instant, I beg to advise that this lessee, George R. Cooper, has been interviewed and written on many occasions. I wrote to him January 6th 1937 saying that unless this rental was paid immediately, I should have to place the matter in the hands of the Legal Department for collection, but no reply has been received. Mr.Cooper has a small portable sawmill above the Reserve, and he leased this lot in order to have entrance to it from the main road. There are no buildings on the lot.

I have done everything I can to collect this rental except to bring legal action.

Your obedient servant,

Fred J C Ball

(F.J.C.Ball)

Indian Agent.

B/DH.

Representative of the Treasury,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Copy for Indian Agent Ball,
Vancouver, B.C.

Account No. 62.

Ottawa, March 5, 1937.

Dear Sir,-

Lease No. 295,
Chekwelp Ind. Reserve.

On reviewing your account in connection with the above mentioned lease, we find that the 1935 and 1936 rental amounting to $30.00 is still outstanding.

As your account has now been in arrears for some considerable time, the purpose of the letter is to advise you that unless your remittance for the amount owing is received within thirty days, we will have no alternative but to recommend that the necessary action be taken to collect this rental.

You may either forward your remittance to the Indian Agent at Vancouver or direct to this office.

Yours truly,

A. D. Symbs,
Asst. to Chief Treasury Officer.

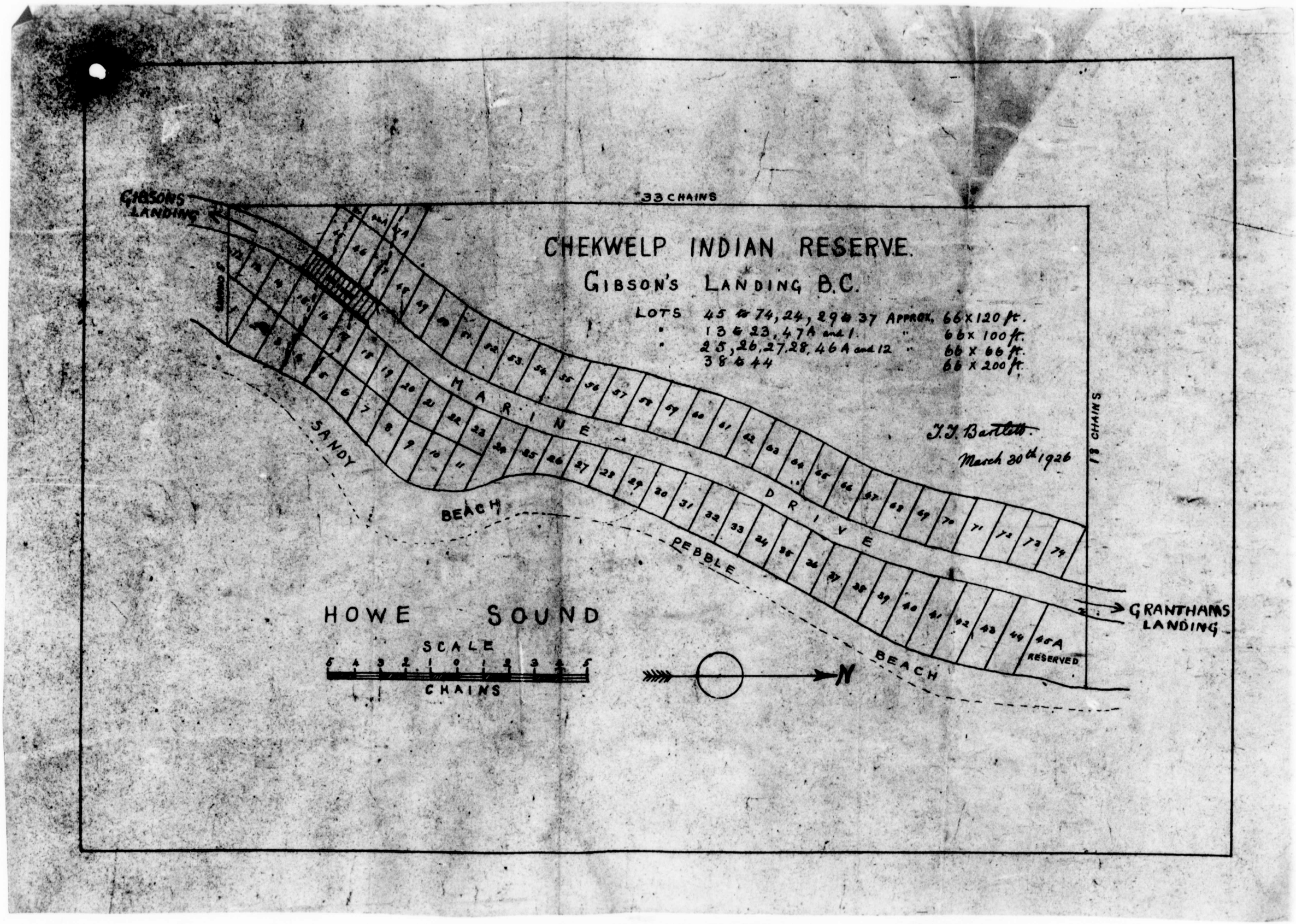
George R. Cooper, Esq.,
Gibsons Landing, B.C.

MM/LE

10-4-37

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA


CHEKWELP INDIAN RESERVE.
GIBSON'S LANDING B.C.
LOTS 45 to 74, 24, 29 to 37 APPROX. 66 x 120 ft.
" 13 to 23, 47A and 1. " 66 x 100 ft.
" 25, 26, 27, 28, 46A and 12 " 66 x 66 ft.
38 to 44 " 66 x 200 ft.
J. J. Bartlett.
March 30th 1926
33 CHAINS
18 CHAINS
GIBSONS LANDING
MARINE DRIVE
SANDY BEACH
PEBBLE BEACH
GRANTHAMS LANDING
46A RESERVED
HOWE SOUND
SCALE
CHAINS
N

18167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

416 Dominion Public Bldg.,
Vancouver, B. C.
March 23rd 1937.

Sir:

I wish to refer to a number of leases issued on Squamish I.R.No.26(Chekwelp) during the past twelve years or so. In each of these leases reference is made to a plan made by T.T.Bartlett, of which the enclosed blue-print is a copy.

Before these lots were opened for lease, Mr.Perry, my predecessor, sent Constable Bartlett with Andrew Paull to divide up the Reserve into lots, and the enclosed blueprint is the result. Unfortunately it is mostly wrong, and quite incomplete. While only a few people had lots, there was no trouble, but since the beach lots have been leased, all kinds of difficulties have occurred, and in the summer time whenever I visit there, I have had to try to straighten out their disputes. In the first place, the blueprint shows the areas of some lots but not of the principal ones, and those measurements are nearly all wrong. Take No.1 for instance; it shows this lot as 66'x 100', whereas it is only a triangular piece a quarter that size. I cannot find any Lot 12 at the south end of the Reserve, or No.45A marked "Reserved" at the north end. I may say that none of these lots as shown in Bartlett's measurements, could possibly have been actually measured by tape line.

No mention is made of the size of the principal lots from No.2 to 11, as you will notice on the blueprint. Nos.13 to 23 are shown as "approx. 66 x 100". I measured mine, No.10, recently and it measures 59' x 61'. Some of this is due to erosion, but not 39 feet of it in length, and 7 feet in width; the lots cannot erode in width. Further, if Lots 14 to 23 are leased, as is No.21, no means of access are provided for Lots 2 to 11; there should, of course, have been a lane provided. The owner of Lot 21 says he is entitled according to the blueprint to 66' x 100', which would bring him almost to the water, leaving the owner of Lot 9 practically nothing, and yet Lot 9 owner is paying $25.00 and Lot 21 only $15.00.

One bad mistake on the blueprint is the outline of the shore. It shows a point jutting out at Lots 9 and 10. As a matter of fact there is a bay there, and the point should be at Lots 7 and 8.

From No.24 to 44, the lots run from the shore to the road, and the length is immaterial. As these people are mostly relatives, we have made an amicable settlement as to widths. The blue-print shows Lot Nos.25 to 28 as 66' x 66', and Lots 29 to 37 as 120' long, and Lots 38 to 44 as 200' long. These measurements are quite imaginary. From the blank space north of 74 and the reserved space 45A, it appears that Bartlett became completely lost in direction - as a matter of fact, he started wrong at Lots 1 and 12, and was not on the right line at any time.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

A proper survey of this place into lots would be expensive and inadvisable, but before any more lots are leased, especially those behind Lots 2 to 11, I think it would be advisable to have them re-located, and with your permission, I suggest that I do this as soon as possible and try to straighten out the tangle to avoid further disputes. The worst feature so far is the fact that the owner of Lot 21 has seen one of these blueprints showing his lot to be 66' x 100', which means that Lot 9 will only be about 30' long. Incidentally, he shuts out the owners of Lots #9 to 11 from getting to the road. The lots above the road from No.48 to 74 will probably never be leased. No.47 is leased as a right of way only, and will soon be cancelled.

I will do this work after the end of this fiscal year if you wish, and the R.C.M.P. constable attached to this office can assist me with the steel tape. I can possibly make a plan without disturbing the present lessees too much.

The blueprint divides the beach into "sandy" and "pebble" beach. There is no sand, it is either pebbles or rocky. The Reserve is quite steep and rises abruptly from th beach, which probably prevented Bartlett and Paull from making correct measurements.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

B/DH.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
416 Dominion Public Bldg.
Vancouver, B. C.
March 22nd 1937.

Sir:

re: Lease No.333-Lot 10,Chekwelp I.R.

I beg to request that a reduction in rental be made in Lot 10, which I have leased.

Under separate letter, I am reporting upon the blue print errors which have entirely misled the lessees. Originally these lots were supposed to be 66' x 100', but they were never measured on the ground, all measuring being done in the office. The outline of the shore as shown in the blue-print is entirely wrong.

I measured Lots 10 and 11 recently. Mine is Lot 10 and is only 59' x 61', and Lot 11 is 63' x 51'. As the north line of Lot 11 from the shore to the road is less than 100 feet (the blue-print shows an imaginary Lot 23 of 66' x 100' behind it), I have cancelled Lot 23, and made Lot 11 from the beach to the road. It is still less than 66' x 100', but the owner is satisfied with this adjustment at the same rental.

I would be willing to do the same thing, viz. cancel Lot 22 behind my Lot 10, but unfortunately Lot 21 is leased, and when the boundaries of it are adjusted, it will cover most of Lot 22. There has been some erosion and I have the lot protected now, but I do not think it quite just that I should pay $25.00 for practically half a lot, and I think the rental should be reduced from $25.00 to $15.00 per annum.

I may add,in parenthesis, that the Squamish Council was surprised to know that I am paying any rental, and they said the Band was more than willing to let me have the lot free, but I prefer to pay for it - but not an excessive rental.

I have the honour to be,
Sir,
Your obedient servant,

Fred J C Ball

(F.J.C.Ball)
Indian Agent.

B/DH

The Secretary,
Indian Affairs Branch,
OTTAWA

Indian Affairs: (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, Ontario,
March 31st, 1937.

Dear Sir:-

I beg to acknowledge receipt of your two letters of the 22nd and 29th instant respectively concerning the matter of leasing sub-division on the Chehalis Indian Reserve No. 26.

It is most unfortunate indeed that the plan of this sub-division furnished the Department, and on the basis of which leases subsequently issued, has been found to be inaccurate, and your undertaking to have a re-location made of these lots at an early date with the assistance of the R.C.M.P. Constable meets with approval and the necessary authority is hereby given.

Under separate cover reply will be made concerning the matter of reduction in rental for Lot #10 under lease no. 333.

Yours very truly,

T.R.L. MacInnes,
Secretary.

F.J.C. Ball,
Indian Agent,
416 Dominion Public Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF THE
SUPERINTENDENT
RESERVES AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

13167-42.

Ottawa, Ontario,
April 7th, 1937.

MEMORANDUM:

Dr. McGill.

Approved
R. McGill

I should like to refer to letter hereunder dated March 22nd from Agent Ball of Vancouver, in which he refers to a lease he holds covering Lot No. 10 in the Chekwelp Indian Reserve sub-division.

You will note from Mr. Ball's letter that a recent examination discloses the fact that the lot in question is much less in area than originally stated, and he suggests that to some extent a reduction in rental should be made. As the actual area of the lot now held by Agent Ball is only about half of the area described in the lease I am prepared to recommend a reduction of the annual rental of $25.00 to $15.00 as requested.

In view of the inaccuracy of the description, if you approve of this action being taken, I would suggest that the lease now granted be cancelled and a new lease issued conforming as closely as possible to the actual situation.

J. C. Caldwell,
Chief, Reserves Division.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver

File 13167-42.

Lease No. 383.

Department of Mines and Resources,
Indian Affairs Branch,

Ottawa, April 16, 1937.

WHEREAS a Lease, dated 13th May, 1934, was issued to Frederick J. C. Ball, covering Lot No. 10, Chekwelp Indian Reserve No. 26, in the District of New Westminster, in the Province of British Columbia,

AFFAIRS.

AND WHEREAS it has been represented and established to my satisfaction that the said lease has been issued in error, the area of the lot in question being much less than that described in the lease,

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said lands

Harold Lawrence

Director of Indian Affairs

Isaac Jamieson
13.4.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Signature

Oct. 1/, 19 72

1. Director

2. Land

3. Revenue

Representative of the Treasury,
APR 23 1937
INDIAN

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Copy for Indian Agent Ball,
Vancouver, B.C.

Account 62.

EXD.

Ottawa, May 11, 1937.

Dear Sir,-

Lease No. 295,
Chekwelp Ind. Reserve.

We find it again necessary to write you in connection with the arrears of rental on the above mentioned lease which at present amount to $45.00, being rental for the years 1935, 1936 and 1937.

The purpose of this letter is to advise you that unless this rental is paid within thirty days we will have no alternative but to recommend that legal action be taken to collect the amount owing.

Yours truly,

A. D. Wynbs,
Asst. Treasury Officer.

George R. Cooper, Esq.,
Gibsons Landing, B.C.

MM/LE

11-6-37

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167 - 42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
416 Dominion Public Bldg.,
Vancouver, B. C.
May 18th 1937.

R

Reserves

Sir:

I beg to request that a lease in favour of W.E.Baxter and Lawrence M. Reid jointly be made to cover Lot 32, Squamish I.R.No.26 (Chekwelp) from May 18th 1937 for a period of eight years.

In a recent survey which I made of these lots, both the above lessees who have Lots 33 and 31, respectively, were found to encroach on Lot 32, and as the lot is vacant, they will lease it between them at $15.00 per annum. It would probably be advisable to have the lease made out to expire on the same date as their present leases, viz 18th May 1945.

I might add that I have a mass of field notes covering all the leased lots as a result of the survey but have not yet had time to make a plan.

I have the honour to be,
Sir,
Your obedient servant,

Fred J C Ball

(F.J.C.Ball)
Indian Agent.

B/DH.

Department of Mines & Resources
Indian Affairs Branch
MAY 25

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Account No. 62.

Ottawa, July 9, 1937.

Dear Sir,-

Lease 295,
George R. Cooper,

We have written Mr. Cooper on two occasions requesting payment of the outstanding rental on this lease amounting to $45.00 being rental for the years 1935, 1936 and 1937.

To date no reply has been received to our letters and we would appreciate having a recommendation from you as to what action should be taken to collect this rental.

Yours truly,

[illegible] W. McCutcheon,
Chief Treasury Officer.

F. J. C. Ball, Esq.,
Indian Agent,
416 Dominion Public Building,
Vancouver, B.C.

MM/LE

9-8-37

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

S. R&H.

File No. 13167-42

Credit Advice

MEMO.

July 9 1937

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 25 00

Agency Receipt No. 37115 dated June 23/37

Payer F. J. C. Ball on account of Rental

Lot 10. S. R #26

Susp #189

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

416 Federal Building,
Vancouver, B. C.
July 13th 1937.

Sir:

re: File No. 13167-42 - Lease No.295
Chekwelp I.R.No.26

Under date of May 11th 1937, Account No.62, you wrote to George R. Cooper, Gibson's Landing, B.C., regarding rental overdue. A copy of your letter to him, and also one of March 5th, was forwarded to this office, but as I have heard nothing further, I presume the rent is still unpaid.

I cannot understand why Cooper refuses to pay, as his sawmill was operating this spring, and he has a garage at Gibson's Landing.

Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/DH.

Chief Treasury Officer,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Mr Ryan

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

416 Federal Building,
Vancouver, B. C.
July 16th 1937.

Sir:

re: File No.13167-42, Account 62

I beg to acknowledge receipt of your letter of the 9th instant and by a coincidence wrote you last mail regarding this lease, No.295, George R. Cooper.

Mr.Cooper has apparently decided to ignore all letters. I have mentioned this matter to him personally and he gives no idea of what he intends to do, and does not make any promise to pay. Personally, I cannot understand his attitude at all, but from his remarks, I gather that he believes we have no power to enforce payment. I see no way out but to hand the account over for collection.

R

Your obedient servant,

Fredk J C Ball

(F.J.C.Ball)
Indian Agent.

B/DH.

Chief Treasury Officer,
Indian Affairs Branch,
OTTAWA.

Department of Mines & Resources
Indian Affairs Branch
AUG 24 1937
RECORDS

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

July 22nd, 1937.

EXIL

Dear Sir:-

It is a matter of surprise to the Department that you have failed or neglected to reply to several letters recently, directing your attention to the non-payment of arrears of rental in the amount of $45.00 under the terms of Lease Number 295, held by you covering certain lands in the Chehalis Indian Reserve No. 26.

You are hereby advised that unless these arrears are paid within a period of thirty days from date, this lease will be cancelled for non-fulfilment of the terms and conditions thereof and the matter placed in the hands of the Department of Justice for such action as may be necessary to collect the amount owing.

Yours very truly,

T.R.L. MacInnes,
Secretary.

George R. Cooper, Esq.,
Gibson's Landing, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

131671 42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Re 14 R

OFFICE OF
INDIAN AGENT

Dept. of Mines & Resources
Indian Affairs Branch.
AUG 27 1937
RECORDS

416 Federal Building,
Vancouver, B. C.,
August 23, 1937.

Dear Sir:

I beg to apply for a lease in favour of Charles H. Kitchen, school-teacher, 1938 W. 44th Avenue, for a period of 8 years from 18 May 1937 on Lot 38, Chekwelp Reserve, Squamish No. 26, at an annual rental of $ 15.00.

This is one of the campsites on the Reserve. Mr. Kitchen called here two months ago saying he wanted Lot 38 and commenced building a shack on it, thinking he had nothing further to do about obtaining a lease. It was a misunderstanding on his part and he has now paid the first year's rental pending approval of the lease.

I have dated it 18 May to conform with the other leases on this reserve.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C. Ball)
Indian Agent

B:MN

The Secretary,
Indian Affairs Branch,
Department of Mines and Resources,
Ottawa, Canada.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Ottawa, September 8, 1937.

Dear Sir,-

I beg to acknowledge the receipt of your letter of August 23rd, making application for lease in favour of Charles H. Kitchen, covering Lot No. 38, Chekwelp Reserve.

In reply I may say that the issue of leases on this Reserve will be held in abeyance pending the receipt of revised plan. We should be glad to receive this plan as soon as possible.

Yours very truly,

[illegible] C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver - Acct. 62 J.V. 224 Folio 187

File 18167-42.

Lease No. 295.

Department of Mines and Resources,

Indian Affairs Branch,

Ottawa, September 8, 1937.

WHEREAS a Lease, dated 18th March, 1935, was issued to George R. Cooper, covering Lot No. 47, Chekwelp Indian Reserve No. 26, in the district of New Westminster, and Province of British Columbia, said lease being issued subject to certain conditions, one of which being the payment of an annual rental,

AND WHEREAS it has been represented and established to my satisfaction that the condition as to payment of rental under which the said lease was issued, has been violated,

NOW THEREFORE, by and in virtue of the powers and duties vested in the Superintendent General of Indian Affairs by the Indian Act, Chapter 98, Revised Statutes of Canada, I hereby cancel the said lease and resume the said lands, as and from March 31st, 1935

Harold W. McGill

Director of Indian Affairs.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Ken Meawatige
Signature

Dec 11 1972

Lease Journal
14.9.37
JB.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Ottawa, September 13, 1937.

EXD.

Dear Sir,-

Lease No. 295 - George R. Cooper,
Lot 47, Chekwelp Reserve No. 26

Referring to your letter of July 15th last, I beg to inform you that the above mentioned lease has been cancelled as and from March 31st, 1935.

1149R

Yours very truly,

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1. Director

2. Reserves

3. Revenue.

Department of the Treasury
SEP 13 1937
INDIAN AFFAIRS.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Reference

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Department of Mines & Resources
Indian Affairs Branch.
SEP 17 1937
RECORDS

416 Federal Building,
Vancouver, B. C.
Sept.13th 1937.

Dear Sir:

re: File 13167-42.

R

Replying to your letter of the 8th instant regarding issuance of lease to Charles H. Kitchen, in April last I spent four days on Chekwelp Reserve trying to make a revised plan of the lots and I have the notes as far as Lot 30, and have plotted them on a white print which I obtained from the Provincial Road Engineer's Department. I plotted the existing fences of the leased lots, rather than to attempt staking out exact measurements, for the reason that the original blue-prints by former Constable Bartlett did not give the size of the principal lots. I found very few of the places correctly fenced, as far as Lots 1 to 11 inclusive are concerned. It will be noted that the sizes of Lots 1 to 11 are not shown on the Bartlett blue-print, which was a bad omission, but everyone has presumed that these lots are 66 x 100 feet.

Due to the steepness of the Reserve (in some places the lots are practically on a cliff, and the buildings parched on poles) the division of the lots and the fences have been placed where most convenient, rather than along any particular line. This does not refer to Lots 1 to 11, which are not steep.

I have not had time to complete the plan, but I located Lots 36, 37 and 38 definitely. The lessee of Lot 36, Miss Edith Litch, wanted to build this summer (she is now the wife of the Reverend Elbert Paul), and Mr.Kitchen wanted to prepare Lot 38 for a cottage, so I surveyed these three lots separately, and leases can be issued on 37 and 38.

As soon as possible, I will get the plan completed, and forward it to you.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

B/DH.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13162-43

Credit Advice

MEMO. A. R. H.

Oct 8th 1935

The following remittance has been received from

Indian Agent J. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 15.00

Agency Receipt No. 37145 dated 1. 9. 35

Payer C. H. Kitchen on account of Rent Lot 38, Squamish 26, to May 18, 1938

Lease Surp. 341

M. McCannon For Treasury Branch.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42

EX'D.

Ottawa, October 22, 1937.

Dear Sir,-

With reference to your letter of September 13th, I enclose Lease, in triplicate, in favour of Charles H. Kitchen, covering Lot 38, Chekwelp Indian Reserve, No. 26, for signature by the lessee, and afterwards, to be returned to the Department for final execution.

149R

Yours very truly,

Enclosures.

C. C. Parker,
Superintendent, Reserves & Trusts.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
Federal Building,
Vancouver, B. C.
November 10th 1937

Indian Affairs Branch
NOV 12 1937
RECORDS

Indian Affairs Branch
NOV 15 1937
RECORDS

Sir:

re: File No.13167-42

I am returning herewith, in triplicate, lease in the name of Charles H. Kitchen, covering Lot 38, Chekwelp I.R.No.26, which has been signed by Mr.Kitchen, and is returned for completion by the Department.

Lease 456, Vol. 91 Vol. 5.

I have the honour to be,

Sir,

Your obedient servant,

(F.J.C.Ball)

B/DH.

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA:

PROVINCE OF BRITISH COLUMBIA

TO WIT:

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Signature
Dec 11 1972

In the Matter of that certain Lease given by His Majesty King George V as represented by the Superintendent General of Indian Affairs to ELLERTON S. HOPPER agent, of Vancouver, B. C. covering Lot 11, Chekwelp I. R. No. 26, in the District of New Westminster, which Lease bears date the 18th day of May, 1929 and numbered 194, AND In The Matter of a certain Assignment of the said Lease by the said ELLERTON S. HOPPER to NETTIE G. HOPPER, housewife, of Vancouver, B.C.

I, NETTIE G. HOPPER, housewife, of the Town of Powell River, in the Province of British Columbia, do solemnly declare:

1. That I am the assignee named in the above mentioned assignment of the above mentioned lease and have personal knowledge of the facts herein declared.

2. That I had in my possession or control at Vancouver, B. C. the papers relating to the above mentioned lease and assignment thereof.

3. That I have made diligent search for the said papers in all places where the said papers would likely be found but have not found the same and I verily believe that the same have been lost or destroyed.

4. That I have not in any way dealt with the said lease or assignment thereof and have not pledged or hypothecated the same or lodged the said papers or any of them with any person, firm or corporation as security.

5. That the sole reason for the non-production of the said lease and assignment thereof is that they have been lost or accidentally destroyed.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

Affirmed at the Town of Powell River, in the Province of British Columbia, the 22nd day of December, 1937, before me

Nettie G. Hopper

E. C. Stewart
A Commissioner for taking affidavits within the Province of B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Signature

THIS INDENTURE made this 20th day of December in the year of Our Lord one thousand nine hundred and thirty-seven

BETWEEN MRS. NETTIE G. HOPPER, of Powell River, British Columbia,
of the first part

AND LESLIE A. RINES, of Vancouver, B. C.
of the second part

WITNESSETH that whereas the party of the first part is the lessee of Lot 11, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by her under Lease No.194, dated 18th May 1929, File No.13,167-42, granted to her by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor.

AND the said lessee is desirous to transfer the said Lease No.194 to LESLIE A.RINES, herein described as the party of the second part, and the said LESLIE A. RINES has agreed to accept the transfer of said Lease No.194, and to accept and to carry out all the terms and conditions set out in the said lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals:

SIGNED, SEALED & DELIVERED
in the presence of

.....

.....

.....

12167 42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

416 Federal Building,
Vancouver, B. C.
January 5th 1938.

Sir:

re: Lease No.194-Nettie G.Hopper

I beg to advise that the lessee of Lot 11,Chekwelp I.R.No.26, Mrs.Nettie G. Hopper, wishes to transfer her lease to Mr.Leslie A. Rines, of Vancouver. I have prepared and enclose herewith the necessary transfer form, together with triplicate copy of lease, and an affidavit from Mrs. Hopper to the effect that she has mislaid her copy of the agreement. I trust that everything will be found in order, and would respectfully recommend that this transfer be approved.

The rental, which is due on May 18th annually, is paid to May, 1938.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball).
Indian Agent.

DH.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

819 Metropolitan Bldg.,
Vancouver, B.C.,
June 6, 1931.

/2237.

Dear Madam:-

I beg to enclose herewith triplicate copy of lease No.194 covering Lot 11, Chekwelp Indian Reserve No.26, which has been transferred from Mr. Ellerton Hopper to you in compliance with your request of the 15th May last.

Your obedient servant,

Enclosure:-

Fred J. C. Ball

(F.J.C.Ball).
Indian Agent.

/HM.

Mrs. Ellerton Hopper,
5097 Joyce Road,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
416 Federal Building,
Vancouver, B. C.
January 7th 1938

Sir:

re: File No.13,167-42

Further to my letter of yesterday's date forwarding transfer of Lease No.194, Lot 11, Chekwelp I.R.No.26, from the name of Mrs.E.S.Hopper to that of Mr.L.A.Rines, I beg to advise that today Mrs.Hopper found the missing copy of the lease among some insurance papers, and sent it here. I hasten to forward it to you so that it may be amended with the other two copies sent you yesterday.

Lease

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Rev. Rec.

Vancouver - Acct. 40

Noted 31.1.38

Ottawa, January 17, 1938.

Dear Sir,-

Referring to your letter of January 7th, I enclose, for the usual disposition, Lease No. 194, in duplicate, in favour of Mrs. Nettie G. Hopper, covering Lot 11, Chekwelp Indian Reserve No. 26, bearing endorsement of approval of transfer to Mr. Leslie A. Rines.

HGR

Yours very truly,

Enclosures.

H. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 15167-42.

Vancouver Agy - Acct. 124

1. Revenue
2. Res Mgr

Ottawa, January 17, 1938.

Dear Sir,-

Referring to your letter of November 10th, I enclose, for the usual disposition, Lease No. 436, in duplicate, in favour of Charles H. Kitchen, covering Lot 38, Chekwelp Indian Reserve No. 26.

Yours very truly,

Enclosures.

J. C. Caldwell,
Chief, Reserves Division

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Lease Journal
31. 1. 38

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 15167-42.

EXD.

Ottawa, January 25, 1938.

Dear Sir,-

1148

With reference to your letter of March 22nd last, I enclose Lease, in triplicate, in your favour, covering Lot 10 of subdivision of the Chekwelp Indian Reserve No. 26, for your signature, and to be returned to the Department for final execution.

Yours very truly,

Enclosures.

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

416 Federal Building,
Vancouver, B. C.
January 31st 1938.

Sir:

Resp'd

R

re: File No. 13167

I beg to acknowledge receipt of lease, in triplicate, covering Lot 10, Chekwelp I.R.No.26, in my name.

As requested, I have completed all three copies and return them herewith for final execution by the Department.

Lease 437, Fol. 93. Vol. 5.

I have the honour to be,

Sir,

Your obedient servant,

Fred'k J. C. Ball

(F.J.C.Ball)

Indian Agent.

B/DH.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18167-42.

Revenue

Ottawa, February 11, 1938.

Dear Sir,-

164R

Referring to your letter of January 31st, I enclose, for the usual disposition, Lease No. 437, in duplicate, in your favour, covering Lot No. 10 of subdivision of the Chekwelp Indian Reserve No. 26.

Yours very truly,

Enclosures.

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Vancouver - Acct. 146

Revenue

Ottawa, February 14, 1938.

REV'D.

Dear Sir,-

Lease No. 437, in your favour,
Lot 10, Chehalis Reserve No. 26.

HGR

With reference to Departmental letter to you of February 11th, enclosing the above mentioned lease, in duplicate, examination of the lease discloses the fact that an error was made in the term thereof, which should have been made to run for "eight" years from the 18th day of May, "1937" instead of for seven years from 18th May, 1938.

The necessary correction has been made in the original lease, and I have to ask you to be good enough to make the above changes in the copies forwarded to you.

Yours very truly,

F. C. Caldwell,
Chief, Reserves Division.

Lease Journal
22.4.38
B.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

416 Federal Building,
Vancouver, B. C.
February 21st 1938

Sir:

re: Lease No.437,File 13167-42.

I beg to acknowledge with thanks receipt of your letter of the 14th instant regarding the above lease in favour of myself, covering Lot 10, Squamish I.R.No.26 (Chekwelp), advising me that the lease has been changed to read "8 years from 18th May 1937" instead of "7 years from 18th May 1938".

I presume it will be in order to deduct from my next rent, the overpayment last year now the date has been changed.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C.Ball)
Indian Agent.

B/DH.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, Ontario,
February 26th, 1938.

H.X.D.

Dear Sir:-

I beg to acknowledge receipt of your letter of February 21st in which you refer to the matter of rental payments under Lease No. 437.

You are correct in assuming that there is a present overpayment in connection with this lease, and the necessary deduction may be made when forwarding the next rental payment.

Yours very truly,

J. G. Caldwell,
Chief, Reserves Division..

F.J.G. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 27

Res H-Yes

416 Federal Building,
Vancouver, B. C.
March 12th 1938.

Sir:

I beg to request that a lease be issued covering Lot 37, Squamish I.R.No.26 (Chekwelp), in the name of Miss Marjorie Louise Elliott, of 3378 W. 38th Avenue, Vancouver, B. C., for a period of seven years from May 18th 1938, at an annual rental of $15.00.

See Agt's ltr. of Sept. 13 re to issue of lease for this lot.

The rental for the first year has been paid, and will be forwarded with the next rental return.

I have the honour to be,
Sir,
Your obedient servant,

DH.

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

EX'D.

Ottawa, March 19, 1938.

Dear Sir,-

Referring to your letter of March 12th, I enclose, Lease, in triplicate, in favour of Marjorie Louise Elliott, covering Lot 37, Chekwelp Indian Reserve No. 26, for signature by the lessee, and to be returned to the Department for final execution.

Yours very truly,

Enclosures.

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
March 30th 1938.

Sir:

re: File No.13167-42.

In accordance with your letter of the 19th instant, I have had Miss M.L.Elliott complete the lease, in triplicate, covering Lot 37, Chekwelp I.R.No.26, and I return same herewith for final execution by the Department.

Lease 440.
Fol. 105.
Vol. 5.

I have the honour to be,

Sir,

Your obedient servant,

(F.J.C.Ball)

B/DH.

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Revenue

Vancouver - Act 117

Ottawa, April 8, 1938.

Dear Sir,-

Referring to your letter of March 30th, I enclose, for the usual disposition, Lease No. 440, in duplicate, in favour of Miss Marjorie Louise Elliott, covering Lot 37, Chekwelp Indian Reserve No. 26.

1149R

Yours very truly,

Enclosures.

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Lease Journal
11. 4. 38

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Credit Advice

MEMO.

April 8th 1938

The following remittance has been received from

Indian Agent Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 15.00

Agency Receipt No. 2213 dated March 12th/38

Payer Miss M. L. Elliott on account of Rent Lot 37 Squamish #26.

Lease Susp 295

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
May 9th 1938.

Sir:

I beg to apply for a lease covering Lot 39, Squamish I.R.No.26(Chekwelp) for seven years from May 18th 1938, at an annual rental of Fifteen Dollars, in the name of Robert T.C.Marrion, of Vancouver, B. C.

Mr.Marrion has paid the first year's rental,which will be forwarded to you with the next rental return.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Indian Affairs Branch
MAY 14 1938
RECORDS

416 Federal Building,
Vancouver, B. C.
May 9th 1938.

Sir:

I beg to apply for a lease covering Lot 3, Squamish I.R.No.26a (Chekwelp) at Grantham's Landing, in the name of Mr.B.E.Wales, of Vancouver, B. C., at an annual rental of $25.00, payable on May 18th each year. I would recommend that this lease be issued during pleasure, as was done with the other two leases on this Reserve in the names of F.C.Grantham and G.G.Fothergill.

See Resolution of Council May 14/36 on file hereunder

Mr.Wales has paid the first year's rental, which will be forwarded to you in the next rental return.

I have the honour to be,

Sir,

B/DH.

Your obedient servant,

(F.J.C.Ball)

Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Ottawa, May 18, 1938.

Dear Sir,-

Referring to your letter of May 9th, I enclose Lease, in triplicate, in favour of Robert T. C. Marrion, covering Lot 39, Chekwelp Indian Reserve No. 26, for signature by the lessee, and to be returned to the Department for final execution.

1149R

Enclosures.

Yours very truly,

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Vancouver.
Acct. 129.
Journal 23.5.38.

Ottawa, May 18, 1938.

Dear Sir,-

Referring to your letter of May 9th, I beg to say that, in accordance with resolution of May 14th, 1936, and your favourable recommendation, permission is hereby granted Mr. B. E. Wales to occupy, from May 18th, 1938, during pleasure of the Department, Lot No. 3, Chekwelp Indian Reserve No. 26A, at an annual rental of $25.00, payable yearly, in advance.

HGR

Permit Vol. 123, Vol. 5.

Yours very truly,

Director of Indian Affairs.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
P.R. 1001
B. Decontee
Signature
10/4 1974

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

MEMO. Receipts

Credit Advice

EXD.

May, 23rd 1938

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 15.00

Agency Receipt No. 11559 R dated May, 3rd/38.

Payer Robt. J. C. Marrion on account of Rental Lot 29. Chekemelp # 29

Lease Susp. 323.

D.

For Treasury Branch.

M. McCuthmon

B. E. Walker.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines and Resources
Indian Affairs Branch
JUN 6 1938
RECORDS

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
June 2nd 1938.

Reply

R

Sir:

re: File No.13167-42.

I am returning herewith lease in triplicate covering Lot 39, Squamish I.R.No.26, in the name of Mr.Robert F.C.Marrion, the papers having been duly completed by Mr.Marrion.

Lease No. 446. Fol. 126. Vol. 5.

When applying for this lease, a mistake was made in Mr.Marrion's initials. They should be "Robert F.C." not "Robert T.C.", and it would be appreciated if the lease could be amended accordingly.

I have the honour to be,

Sir,

Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball)

DH. Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver-

Acct. 131

Revenue

File 18167-42.

Lease Journal
16.6.38
B

Ottawa, June 10, 1938.

Dear Sir,-

Referring to your letter of June 2nd, I enclose, for the usual disposition, Lease No. 446, in duplicate, in favour of Robert F. C. Marrion, covering Lot 39, Chekwelp Indian Reserve No. 26

1149R

Enclosures.

Yours very truly,

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

R

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
June 6th 1938.

Department of Mines & Resources
Indian Affairs Branch.
JUN 10 1938
RECORDS

Sir:

I beg to advise that an application has been received from Mr.Archie McKie, of 4472 Quesnelle Drive, Vancouver, B. C., to lease Lot No.40, Squamish I.R.No.26, (Chekwelp) for 7 years from May 18th 1938. The rental of $15.00 for the first year has been deposited, and will be forwarded to you with the next rent return.

I respectfully recommend that this application be approved, and a lease forwarded to this office for completion by Mr.McKie.

I have the honour to be,

Sir,

Your obedient servant,

(F.J.C.Ball)

Indian Agent.

DH.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

EX'D

Ottawa, June 24, 1938.

Dear Sir,-

Referring to your letter of June 6th, I enclose Lease, in triplicate, in favour of Mr. Archie McKie, covering Lot 40, Chekwelp Indian Reserve No. 26, for signature by the lessee, and to be returned to the Department for final execution.

HGR

Enclosures.

Yours very truly,

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 12167-42

Credit Advice

MEMO. Reserve

EXD.

June, 27th 1938

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 15.00

Agency Receipt No. 11616 dated June, 6th/38

Payer Archie McKie on account of Lot. 40. (Chekwelp Res.)

Lease Susp. 340

For Treasury Branch.

Mr. McGillivray

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
JUL 18 1938
RECORDS

Refer

416 Federal Building,
Vancouver, B. C.
July 13th 1938.

R

Sir:

re: File No. 13167-42

I am enclosing herewith in triplicate lease in the name of Archie McKie, covering Lot 40 Squamish I.R.No.26, which has been completed by Mr. McKie, and is returned for the signature of the Department.

Lease No 450
Vol. 134,
Vol. 5.

I have the honour to be,
Sir,
Your obedient servant,

DH.

Doreen Heelas
Clerk.
for (F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EXTRACT
ORIGINAL ON
75-167

13167-42

Department of Mines and Resources
Indian Affairs Branch
MAY 13 1937
RECORDS

Reply

INDIAN AGENT'S REPORT ON VANCOUVER AGENCY FOR APRIL 1937.

x x x

FILED

On the 26th accompanied by Constable MacAlister, I went to Chekwelp Reserve (Squamish No.26) to re-survey the lots on this reserve, which were found to be altogether wrongly placed on the blueprint in use. Four days were spent there and from the field notes I hope to have a correct plan as soon as possible.

x x x

F. J. C. Ball.
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver Agy.
Acct. 134

File 13167-42.

Lease Journal
23.7.38
B.

Ottawa, July 21, 1938.

Dear Sir,-

Referring to your letter of July 13th, I enclose, for the usual disposition, Lease No. 450, in duplicate, in favour of Archie McKie, covering Lot No. 40, Chekwelp Indian Reserve No. 26.

HGR

Enclosures.

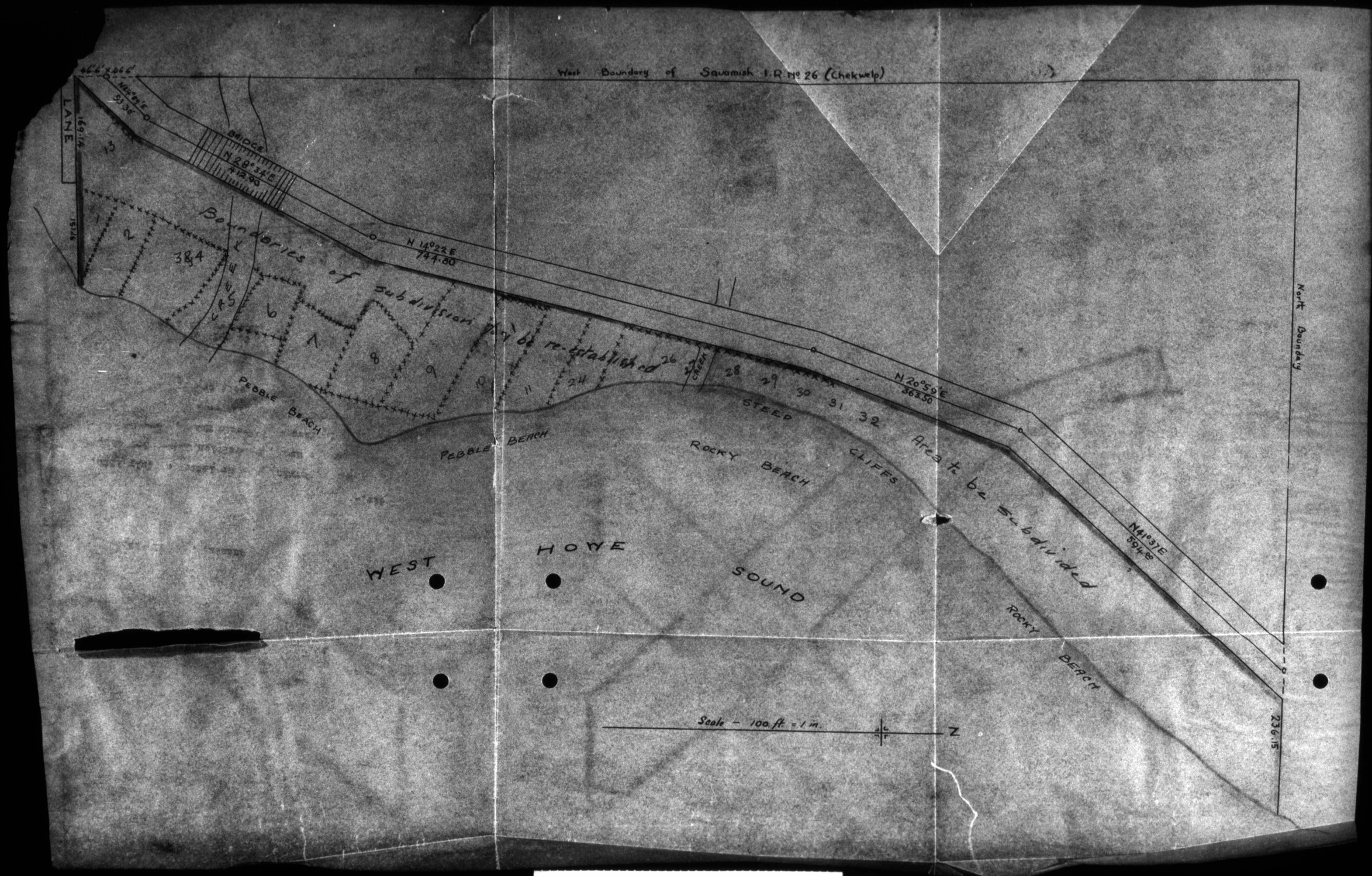
Yours very truly,

J. C. Caldwell
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

INDIAN COMMISSIONER
BRITISH COLUMBIA

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

IN YOUR REPLY REFER TO
NO 33/14/5058.
ALSO TO DATE OF THIS LETTER

P.O. BOX 70
VANCOUVER, B.C. 15th July, 1938.

Dear Sir:-

An application has been received from Mr. Indian Agent Ball for a subdivision of part of Chekwelp Reserve (Squamish #26).

Some years ago part of this Reserve was subdivided into a number of lots for summer camps and, as the subdivision was only roughly done, it is now necessary to re-establish some of the posts of the various lots and in addition to subdivide a small tract to the north of the creek and along the water frontage, outlined in red on the enclosed sketch. This work could be done by one of the Engineers of the Dominion Water and Power Bureau and, if funds are available, Mr. Ball suggests the costs could be made a charge against the amount set aside for surveys and engineering in this Province. The estimated cost is $100.00. As revenue by way of rental is being received by the Indians for these lots, it would appear to me that the Department would require that the costs in connection with the surveys required be met out of the funds of the Band concerned. I should like to have the Department's decision with respect to this application.

Yours faithfully,

D.M.MacKay.
Indian Commissioner for B.C.

ENCL.

DM/HN

The Secretary,
Indian Affairs Branch,
Dept. of Mines and Resources,
OTTAWA, ONT.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

July 22, 1938.

EX'D.

Dear Sir:

I beg to acknowledge receipt of your letter of July 15, your file 33-14-5058, in the matter of the proposed survey of a subdivision of part of Chekwelp Reserve (Squamish #26).

Concerning the question of payment for such a survey, the Department is in agreement with you that such an expenditure would be a proper charge against rentals received from the leasing lots in this subdivision.

Apparently a survey of this resort is desirable, and might be undertaken on that understanding.

Yours very truly,

T. R. L. MacInnes
Secretary

D. M. MacKay, Esq.,
Indian Commissioner for B. C.,
P. O. Box 70,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

EXTRACT
ORIGINAL ON
35167

EX'D.

INDIAN AGENT'S REPORT ON VANCOUVER AGENCY FOR JULY 1938.

R

x x

A survey on Chekwelp Reserve to locate more lots, was authorized by the Squamish Band from their funds, and some of the lots located by the surveyor have already been leased, repaying the cost of the survey immediately.

Department of Mines & Resources
Indian Affairs Branch.
AUG 9 1938
RECORDS

x x x

F.J.C.Ball.

Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Department of Indian Affairs AUG 25 RECORDS

416 Federal Building,
Vancouver, B. C.,
August 22nd, 1938.

Sir,

It is possible that the Department has received communications from one E. R. Livingstone, a lessee of part of Chekwelp Reserve No. 26. Both the Commissioner and I have received many long rambling letters and also visits from this party and his wife, who are rather notorious characters. Livingstone is a school teacher in Vancouver and his superiors are not pleased with his actions, as it affects several other lessees, some of whom are also teachers. As a matter of fact, the whole trouble is caused by his wife, who appears to be rather peculiar in her actions and speech.

I shall be glad to report fully on this matter if you so wish. Mr. Livingstone has built part of his summer camp on adjoining property, the lessee of which has objected, and Livingstone is pretending that he has not encroached, although he was twice warned about it before he built.

It is a matter which could easily be adjusted if the Livingstones were even slightly reasonable, but the other lessee must have protection to which he is entitled;

They have been in many other such episodes, so it is not a new thing for the Livingstones to be stirring up strife.

I have the honour to be,
Sir,
Your obedient servant,

Fred J.C. Ball

(F.J.C. Ball)
Indian Agent.

B/GM.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(C O P Y)

Aug. 11th, 1958.
Gibsons Landing, B.C.

Hon. Ian Mackenzie,
c/o Hotel Vancouver,
VANCOUVER, B.C.

Dear Sir:-

I am taking the liberty of asking you to inquire into a matter relating to the Dept. of Indian Affairs at Ottawa, for me.

I am the holder of Lot No. 30 on the Chekwelp Indian Reserve, adjacent to the village of Gibsons Landing, B.C. In my lease it is stated that the so-called Bartlett survey is the one on which said lease is based. It was known by the government that he (Bartlett) was not a real surveyor, but the government definitely accepted his survey.

Recently, I decided to add to my summer cottage, but the holder of Lot No. 31 objected on grounds that such an addition would encroach on his lot.

After conferring with him in the presence of Mr. F.J.C. Ball, Indian Agent of the Chekwelp Reserve and (also a leaser of a lot), a line agreeable to the holder of Lot 31 was determined, and on such understanding, I proceeded to make a small addition to our summer home.

I was, therefore, surprised to receive an order from the Indian Agent, Mr. Ball, a few days ago, giving us 30 days to remove the alleged encroachment from Lot 31, upon the basis of a survey made after the above agreement was reached by a Mr. Herman, B.C.L.S. We are being forced into County Court on this matter.

My purpose in writing you is to request you to have the conduct of Mr. F.J.C. Ball, Indian Agent, Vancouver B.C., thoroughly reviewed in connection with this matter. He has treated us in the most arbitrary manner. From the beginning, instead of being fair to us in the light of the Bartlett survey on which our lease is based, he has taken sides in this dispute and constantly assumed we were wrong. He has singled us out, of all the tenants on the Chekwelp Reserve, including himself, and made our case the only one under review. If the survey on which his order is based, were applied to, the entire reserve, not a single house would be found to be free from encroachment on the adjoining lot. As a matter of fact, if the line at the other end of Lot 31 were followed, it would lead directly through the house

of the holder...

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

holder of that lot, who is, through Mr. Ball, accusing us of encroaching on his property.

When lots have been leased, Mr. Ball has left it largely to the tenants to determine their limits, instead of seeing that the lines were properly laid. We can give cases of this kind. Not one lot on the Reserve is properly divided and this confused condition is in no small part due to Mr. Ball's inefficiency.

We feel that these facts should be laid before the proper authorities at Ottawa, and that such an attitude on the part of a public official should not be allowed to go unchecked. We feel he is actively concerned in putting us in the wrong in this matter - for instance, the parties who conducted the last survey, lived in the cottage of holder Lot 31, a rather suspicious circumstance. Also, the only stake placed on the beach in the Reserve is between Lot 30, Lot 31. We observed Surveyor Mr. Herman walk along beach with armful of his stakes, enter Mr. Ball's cottage for conference and mark on stumps and rocks, used as markings for all other lots except ourselves, no other official stakes were drifen in shore line.

I would appreciate your placing these facts before the proper authority and seeing to it that the whole matter of Mr. Ball's actions be looked into. I feel he has been unjust, lacking in British fair plan and inefficient, and that he should be dealt with properly by his superiors.

Trusting you will give this matter your attention, which we feel it deserves, I am thanking you in advance for so doing.

Yours truly,

(sgd) E. R. Livingstone.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(C O P Y)

CANADA
DEPARTMENT OF
MINES AND RESOURCES

416 Federal Building,
Vancouver, B.C.,
August 22d, 1938.

Dear Sir:-

I hereby notify you that your building on Lot 30 on Squamish Indian Reserve No. 26 (Chekwelp) is encroaching on the adjoining Lot No. 31, and this is to advise you to remove the encroachment within 30 days from the date of this notice; otherwise proceedings will be instituted under Section 63 of the Indian Act, the costs incident to any such proceedings being payable by you.

Your obedient servant,

(sgd) Fred J.C. Ball,
Indian Agent.

E. R. Livingstone, Esq.,
Gibson's Landing, B.C.

REGISTERED.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Minister's Office

R

MEMORANDUM

25th August, 1938.

The Deputy Minister.

I am attaching hereto a copy of a letter addressed to the Minister of National Defence by Mr. E.R. Livingstone of Gibsons Landing, B.C., also a copy of a letter addressed to Mr. Livingstone by Indian Agent Ball with respect to the removal of a building which apparently encroaches on Lot 31, Squamish Indian Reserve. Please obtain an immediate report from the Branch furnishing full particulars. The papers should be returned.

Encls.

W.J.F. Pratt,
Private Secretary.

Dr. McGill -

For report as requested.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, Ontario,
August 27th, 1938.

MEMORANDUM:

The Deputy Minister.

I have just now received Mr. Pratt's memorandum to you of August 27th, to which is attached copy of a letter addressed to the Minister of National Defence by Mr. E. R. Livingstone of Gibsons Landing, B.C., in reference to the lease of a lot in the subdivision of the Chekwelp Reserve No. 26.

Our local Agent, Mr. F.J.C. Ball of Vancouver will be asked at once for a report, and when this is received I shall send you a further memorandum.

Acting Director of Indian Affairs.

J.C.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

EXD.

Ottawa, Ontario,
August 27th, 1938.

Dear Sir:-

I attach copy of a letter addressed to the Honourable Ian Mackenzie, Minister of National Defence, by Mr. E. R. Livingstone of Gibson's Landing, in the matter of a lease of Lot No. 30, Chekwelp Indian Reserve No. 26.

After reading this communication will you be good enough to report fully to the Department in order that reply may be made.

Yours very truly,

FRLM

Acting Director of Indian Affairs.

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

63-167

MINUTES OF MEETING OF SQUAMISH COUNCIL HELD JULY 27th 1938.

x x x

Moved by Councillor Frank Baker,

Seconded by Councillor Alfred Jacob

That the expenses of surveying lots on Chekwelp Reserve No. 26 not exceeding $65.00 be paid from Band funds.

Carried unanimously.

x x x

F. J. C. Ball.
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-42

63-167 **R**

Trust

416 Federal Building,
Vancouver, B.C.,
August 4th, 1938.

Sir:

I enclose herewith, for your information, a copy of the Minutes of the meeting of the Squamish Indian Council held on July 27th 1938. The various resolutions contained therein will be dealt with in separate letters.

I have the honour to be,

Sir,

Your obedient servant,

F. J. C. Ball.
Indian Agent.

B/DH.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

MEETING OF THE SQUAMISH INDIAN COUNCIL
HELD AT SQUAMISH COUNCIL HOUSE
JULY 27th 1938.

PRESENT:	Indian Agent -	F.J.C.Ball, Chairman of Meeting
	Secretary	Timothy Moody
	Councillors	Chief Moses Joseph
		Chief Matthias Joe
		Chief Jimmy Jimmy
		Chief George Williams
		Elvie Andrew
		Louie Miranda
		Gus Band
		Denny Paull
		Frank Baker
		William Baker, Sr.
		Alfred Jacob
		Stanley Joseph
		Henry Jack
ABSENT:	Councillor	Edward Charlie

RESOLUTION

MOVED by Councillor Frank Baker
SECONDED by Councillor Alfred Jacob

THAT the expenses of surveying lots on Chekwelp Reserve No.26, not exceeding $65.00, be paid from Band Funds.

CARRIED UNANIMOUSLY

I HEREBY CERTIFY that I was present and presided at the meeting of the Squamish Indian Council at which the foregoing resolution was unanimously passed and carried.

.....F.J.C.Ball.....
Indian Agent.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Ken Meawalish
Signature
Dec 4 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)
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PUBLIC ARCHIVES
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CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.,
August 24th, 19

R

Sir,

I beg to enclose herewith a resolution of the Squamish Council regarding a survey on Chekwelp Reserve No. 26, which they requested for the purpose of definitely locating some vacant lots which are now being leased, and to settle a disputed boundary on Lots 30 and 31.

A surveyor, Mr. Hermon, was renting one of the lots during August, and agreed to do the work for $65. as he could work on it at any time and tide. This saved considerable expense of sending a man and assistant from Vancouver, in which case the cost would have been double.

I am reporting fully on this matter under separate cover.

I have the honour to be,
Sir,
Your obedient servant,

(F.J.C. Ball)
Indian Agent.

B/GM.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-A2.

Ottawa, September 1st, 1938.

MEMORANDUM:

The Deputy Minister.

Referring again to Mr. Pratt's memorandum to you of August 29th, in regard to the subject matter of a letter addressed to the Minister of National Defence by Mr. E.R. Livingstone of Gibsons Landing, B.C., I may say that although we at once wrote Agent Ball for a report, we have in the meantime received a letter from him dealing with this same matter, a copy of which I attach.

Agent Ball will however submit a further report in reply to our recent instruction and when this is received a copy will be forwarded to your office.

TRL M
Acting Director of Indian Affairs.

J.G.G.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

Poor Copy

PUBLIC ARCHIVES
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CANADA

ON HIS MAJESTY'S SERVICE

FROM DEPARTMENT OF THE INTERIOR
TOPOGRAPHICAL AND AIRPHOTO SURVEY BUREAU
OTTAWA

Our file 2-64

Awaiting for order files this subject

Our plan B.C. 646

By Bartlett 30 Mar 1926

Transmitted 10/3/35

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, September 1st, 1938.

MEMORANDUM:

Mr. F.H. Peters,
Surveyor General.

I am sending you Departmental file No. 13167-42A and would ask you to note substance of letter hereunder dated August 24th last from Agent F.J.C. Ball of Vancouver in regard to the proposed survey of lots in the Cheklesip Indian Reserve No. 26.

The matter is referred to your Branch for consideration and such further action as may be considered advisable.

J.C. Caldwell,
Chief, Reserves Division.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

416 Federal Building,
Vancouver, B. C.,
September 8th. 1938.

Sir,

I beg to enclose herewith plans of Chekwelp Reserve, Squamish No. 26 subdivision, as requested by the Squamish Council. The survey was made necessary on account of dispute on the Reserve regarding boundaries of the lots and prospective lessees have been afraid to lease in consequence.

The original plan is called the Bartlett one. He was formerly constable and engineer in this agency, and my predecessor sent him and Andrew Paull, an Indian, to lay out the Reserve into 66 feet lots. Stakes were placed at the boundaries, but most of them disappeared soon after. Future leases should be made out on this new survey rather than according to the Bartlett plan. The boundaries of the lots in dispute are almost the same in this plan as in Bartletts', I believe they varied six inches at one boundary of the disputed lots.

With this survey, we feel better prepared to ask for leases to be made out, and I expect several applications will shortly be forwarded to you for approval or otherwise.

In my report of to-day's date, in reply to a letter written by E. R. Livingstone to the Honourable Ian MacKenzie, I stated that these plans were being forwarded to you under separate cover.

I have the honour to be,
Sir,
Your obedient servant,

B/GM.

The Secretary,
Indian Affairs Branch,
OTTAWA.

(F. J. C. Ball)
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFIC[redacted] THE
INDIAN [redacted]NT

Reserves

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE.....

416 Federal Building,
Vancouver, B. C.,
September 8th. 1938.

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With this survey, we feel better prepared to ask for leases to be made out, and I expect several applications will shortly be forwarded to you for approval or otherwise.

In my report of to-day's date, in reply to a letter written by E. R. Livingstone to the Honourable Ian MacKenzie, I stated that these plans were being forwarded to you under separate cover.

I have the honour to be,
Sir,
Your obedient servant,

Fred J. C. Ball

B/GM.

The Secretary,
Indian Affairs Branch,
OTTAWA.

(F. J. C. Ball)
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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Plan BC 934
(Hermons Plan) transferred
to Vol 32
Allan

Feb 21/45

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26
pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

SEP 16 1938
RECORDS

416 Federal Building,
Vancouver, B. C.,
September 8th. 1938.

R

Sir,

File No. 13167-42.

I have the honour to acknowledge receipt of your letter of the 27th. ultimo, enclosing copy of one from E. R. Livingstone to the Honourable Ian MacKenzie regarding a lot on Chekwelp Indian Reserve No. 26, in which you request a full report.

I wrote you recently stating that you would no doubt receive communications from this party, so it was not unexpected. I will reply to his letter by paragraphs.

Paragraph 2. Not quite correct, inasmuch as he omits to state that he holds a lease on one half of Lot 29 in addition to Lot 30. The lease does not say anything about the "so-called" Bartlett survey.

Paragraphs 3 & 4. Mr. L. M. Reid, lessee of Lot 31 and one half of Lot 32, objected to the addition being built because he considered Mr. Livingstone's house was already encroaching on his lot. I was called by both parties to locate their dividing line, and although the North East boundary post of Lot 30 had been moved, I took bearings with a prismatic compass and measured the land, placing a stake where I considered it should be. This line was acceptable to both parties at the time, but Livingstone later commenced clearing land on Reids' side of this line. Reid complained to me and I notified Mr. Livingstone of the objection, but no notice was taken of it, and the addition to the house was built in spite of all objections.

Paragraph 5. I warned Livingstone and finally notified him to remove within 30 days. The notice to remove was no surprise to him as I told him I must take notice of Reid's complaint.

Paragraph 6. I have treated both parties exactly the same, and the statement that "not a single house would be free from encroachment etc." is a deliberate falsehood, as the plan shows. The statement is made that if the other end of Lot 31 were followed it would lead through Reid's lot. Livingstone wilfully misleads you by refraining from mentioning that Reid has Lot 31 and one half of Lot 32 leased, so he is at liberty to build partly or wholly on the half-lot, as Livingstone could also do, and avoid all this trouble. As the Indian Commissioner told Livingstone, they should not build up to the lot line in any case, much less beyond it.

Paragraph 7. A ridiculous statement, which is entirely false. Each lot is 66 feet in width but the length varies with the shore line. The lots lie between the road and the beach. The posts which Bartlett placed along the shore line have been washed away, but each lot is measured as leased.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

2.

Paragraph 8. This paragraph scarcely needs a reply. I had never met Mr. Hermon, a wellknown and highly respected surveyor, until he called upon me and introduced himself. It was immaterial to his work that he happened to rent a cottage on Lot 31 for the summer, a surveyor would risk his professional reputation if he allowed a triviality of this kind to affect his work. He called upon me for information as to Reserve boundaries etc., and which was quite natural for him to do. The markings referred to on rocks and stumps are the usual bearing marks made by surveyors, they have no sinister meanings, as Livingstone appears to think.

He is a teacher in a Vancouver High School, and should know such things. The only exception made in these markings was that iron pins instead of wooden stakes were driven in at some lots, and I asked the surveyor to place iron pins at the disputed boundary, as Mrs. Livingstone had moved wooden stakes several feet after I had put them in position earlier in the year.

I might add that Mr. Reid is protesting the encroachment on his property and wants action taken to remove it. He will not use his place during this unpleasantness.

There are many sidelights on this affair. The Livingstones are most disagreeable people and several of our lessees are trying to sell their places because of their actions. In Vancouver, two persons living opposite them have leased their houses and rent elsewhere because of similar trouble. Within a few hours of the surveyor's arrival at the cottage, the police called upon me saying Mrs. Livingstone had asked them to arrest the surveyor's small son for throwing rocks; they were brought 32 miles on this trivial complaint.

I am forwarding under separate cover a linen tracing and white print which was made by the surveyor. The stakes he placed at the disputed boundary were exactly the same at one end and less than six inches at the other end from where I had previously located them when I was asked by Reid and Livingstone to do so. Livingstone has written many letters to the Commissioner and me, and they have called many times on the Commissioner, Mrs. Livingstone having called to-day. The Commissioner understands the dispute and has seen the plans and there is nothing irregular about them or anything else which has been done, and I do not think the Livingstones are competent judges of anyone's efficiency.

I have the honour to be,
Sir,
Your obedient servant,

B/GM.

Fred J. C. Ball

Harold W. McGill, Esq., M.D.,
Director of Indian Affairs,
OTTAWA.

(F. J. C. Ball)
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

21664.

Copy for J.C. Caldwell, Indian Affairs Branch.

Labelle Bldg.,
September 13,1938.

D.M. MacKay, Esq.,
Indian Commissioner for B.C.,
Vancouver, B.C.

Dear Sir,

Re your letter of 15th July addressed to the Secretary, Indian Affairs and his reply of 22nd July re survey of additional lots at Chekwelp I.R. No.26 for leasing, enclosed are two blue prints from Plan B.C.646 showing a sketch of portions subdivided for lease. The plan was prepared by T.T. Bartlett March 30th, 1926 and appears to show a subdivision of the portion you have shown as required to be surveyed. It appears that Mr. Bartlett is not a qualified surveyor.

Since that time an altercation appears to have occurred, and a qualified surveyor, Mr. J.W. Hermon, was engaged by Agent Ball and the band to define the limit between lots 30 and 31. No plan or report has been received from Mr. Hermon, though Agent Ball has forwarded a resolution that the expenses $65.00 be paid from band funds. No copy of instructions is on record here. If a survey has been made a plan and report should be filed. We should know what posts have been planted before his account is paid. Also, you might advise me as to whether you consider that the survey recommended in your letter above mentioned has been performed. If it has not, what is your recommendation?

Yours very truly,

Encls.

Surveyor General, and
WRW/AG Chief, Hydrographic Service.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

ADDRESS REPLY TO:
HYDROGRAPHIC AND MAP SERVICE

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH

QUOTE FILE 21664.

R

Labelle Bldg.,
OTTAWA September 13, 1938.

J.C. Caldwell, Esq.,
Chief, Reserves Division,
Indian Affairs Branch,
Dept. of Mines and Resources,
O T T A W A.

Memorandum.

Re your memorandum of 1st September, your file 13167-42, attached are two copies of a letter to Commissioner D.M. MacKay re survey of leased lots Chekwelp I.R. It is recommended that payment of the account of Mr. Hermon for survey be delayed until a report is received. Two copies of letter sent to Mr. MacKay are attached as it is thought you may wish to send one to Agent Ball.

Your file is returned herewith.

Encls.

for Surveyor General, and
Chief, Hydrographic Service.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-42A.

Ottawa, Ontario,
September 17th, 1938.

Dear Sir:-

I enclose herewith copy of a letter which was sent to Commissioner D.M. MacKay of Vancouver in connection with survey of additional lots at Chehselp Indian Reserve No. 26 for leasing, for your information.

Yours very truly,

D.J. Allan,
Superintendent,
Reserves and Trusts.

F.J.C. Ball, Esq.,
Indian Agent
416 Federal Building,
VANCOUVER, B.C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

Ottawa, Ontario,
September 17th, 1938.

MEMORANDUM:

The Deputy Minister.

Referring to my memorandum of September 1st last, in reply to Mr. Pratt's memorandum to you of August 29th, in regard to the subject matter of a letter addressed to the Minister of National Defence by Mr. E.R. Livingstone of Gibsons Landing, B.C., I may say that we have now received a report from Agent Ball, a copy of which I attach.

Director of Indian Affairs.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13147-42

File No.

Credit Advice

R

MEMO.

September 6th, 193 8.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 120

Amount $ 3.00

Agency Receipt No. 11662 dated August 15th, 1938,

Payer Mrs. G. F. Hilborn on account of transfer fee -

Squamish - Acct. 54.

For Treasury Branch.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

ESTABLISHED 1886

TELEPHONE: SEYMOUR 1886

SUITE 12, 423 HAMILTON STREET

Vancouver, B. C., August 22nd, 1938

Messrs. Department of Indian Affairs

Attention Mr. Ball

325 Granville Street

Dr. to HERMON & HERMON

BRITISH COLUMBIA LAND SURVEYORS

July	16th	To re-locating on the ground the subdivision of part of the Chehalp Indian Reserve made by Bartlett in 1926 and preparing plan and white prints of same	$65.00		

Poor Copy

Indian Affairs, (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

THIS SPACE FOR TREASURY ONLY

CHEQUE No. .....

DATE .....

VOTE		AGENCY	
ALLOT.	E. R.	AMOUNT	
TOTAL			

EXAMINED AND FOUND CORRECT

DATE .....

PAY TO Messrs. Harmon & Harmon,

ADDRESS Suite 12, 425 Hamilton Street,

Vancouver,

B. C.

Account No. 54,
Squamish Band,
Funds at Credit.

DATE 1938.		SERVICE	AMOUNT
		Authority: Comm. letter July 25/38, File 38/4/5164	
		(See my letter August 24th, 1938)	
Sept.		To Survey of Chekwelp Reserve No. 26, Squamish Band, and preparation of plan and white prints of same, during the month of July, 1938, as per attached account.....	$65.00
		54	
		TOTAL	$65.00

I HEREBY CERTIFY that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just, also that the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Fred G. Bell
Agent

FORM No. I.A. 506
R. 7747

VOUCHER No. 9808

DATE September 19th, 1938.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-92

Minister's Office

R

MEMORANDUM

22nd September, 1938.

The Deputy Minister.

Re - Complaint of E.R. Livingstone, Gibsons Landing, B.C. - one-half Lot 29 and Lot 30, Chekwelp Indian Reserve No.26.

Adverting to Dr. McGill's memorandum of the 17th instant, it is presumed that he is taking the necessary action to straighten out the matters reported in Indian Agent Ball's letter of the 8th idem.

W.J.F. Pratt,
Private Secretary.

Dr. McGill -

To note.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

RE[illegible]S AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, Ontario,
September 26th, 1938.

Author of proved statement

MEMORANDUM:

Dr. McGill.

Reference Deputy Minister's memorandum of September 22nd, re: E.R. Livingstone, Gibson's Landing.

I have read with interest Mr. Livingstone's complaint against the Agent, F.J.C. Ball, and Mr. Ball's reply thereto. I have also examined the plan of the Chekwelp subdivision prepared by J.W. Hermon, B.C.L.S., which is a resurvey of a plan made by T.L. Bartlett in 1926.

In my view the argument of the complainant Mr. Livingstone, falls down rather badly all along the line. The dispute arises over the location of the most northerly boundary of Lot 30. According to Mr. Hermon's resurvey, Livingstone's house does encroach for a considerable distance on to Lot #31.

The location of the boundary line is a question of fact. Mr. Livingstone was warned of his responsibility should he encroach on Lot 31 lying to the north of him. From that moment, in my view, the responsibility was his to ascertain where the line actually was. Mr. Ball tried to be helpful to him. He showed him all he knew as to how to find the exact line, beyond that I cannot see where Mr. Ball had any further responsibility in the matter.

It would appear to me that there is no discrepancy in relation to lot 30. An examination of the plan discloses that the old post, presumably placed by Bartlett at the South West corner of Lot 30 was found and re-established in exactly the same location by Mr. Hermon on his resurvey. The location, therefore, of the post at the North West corner was a simple matter of lineal measurement which any person with a school teachers training could have done for himself with reasonable accuracy. In my view Mr. Livingstone, after a warning, decided to take a chance with the result that his building encroaches on the land

of a.....

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

of a neighbour, and if that neighbour insists, as he does, Mr. Livingstone can and should be compelled to remove it. I cannot personally see anything in the course of dealings that reflects any discredit on the Agent, and in my view the charges made against him of inefficiency and incompetence are entirely without foundation.

D.J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-40

2400 N.

R

Vancouver B.C.

Sept. 26, 1908

Superintendent General
of Indian Affairs.
Ottawa.

Indian Affairs Branch
SEP 29 1908
RECORDS

Dear Sir:-

I wish to lay a complaint against Mr. J. P. C. Ball Indian Agent of the Chehwelp Indian Reserve.

According to my land, number [illegible] 4, lot 30, Chehwelp Indian Reserve, the plan of subdivision by T. T. Bartlett of record in the Department of Indian Affairs is a valid plan.

In July 1908, Mr. Ball

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

had a new plan of subdivision made, and although we received no official notification of a change from the Bartlett plan, from Ottawa, Mr. Ball has requested than I remove part of my dwelling or he threatens ~~devt~~ action.

The difference between this new plan and the Bartlett plan is thirty three feet, or half a lot.

Mr. D. M. Mac Kay Indian Commissioner for B.C. has been informed of all the facts.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

but is unable to act until instructed by your Department.

Mr. Ian M. Mackie M.P. has had the case laid before him.

I have a letter dated Aug. 17, 1938, stating he would bring the matter to the attention of proper authorities at Ottawa.

No doubt the matter has been overlooked, but I would appreciate your consideration of this case at your earliest convenience.

Yours truly,

Edward R. Lizmore

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-42.

Ottawa, October 6th, 1938.

MEMORANDUM:

Mr. F.H. Peters,
Surveyor General.

Our file No. 13167-42 is enclosed and your attention is directed to a marked paragraph on Page Two of Mr. Livingstone's letter of September 26th. He alleges a difference between the Herman plan and the Bartlett plan of the subdivision, as it affects Lot No. 30.

It would be appreciated if you would read the fourth paragraph of the writer's memorandum to Dr. McGill, and advise as to whether the conclusion reached is, in your view, the correct one. If I am wrong I will be only too glad to place the matter before the Director in its proper light.

D.J. Allan,
Superintendent,
Reserves and Trusts.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

answered
8/10/38
see file 21664

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

1 W
2 5 NRW

~~21557~~
21600

Memo Mr Parker Re your file 23153-15- and memo 14th Dec.

The plan of a diversion in the eastern portion of the Decoudney road in Hofachter DR No 8 referred to in your memo of the 14th Dec has been recorded under number Rd 2722.

You will note in our memo to you dated 4th October last that the province acquired 3.57 acres for diversion of the western portion of the Decoudney road [illegible] 25 for the land.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

R

PLEASE QUOTE
FILE

Department of Mines & Indian Affairs Branch
OCT 11 1938
RECORDS

Rodgers

416 Federal Building,
Vancouver, B. C.
October 6th 1938.

Sir:

re: File No.21664

I beg to refer to the copy of the Surveyor General's letter of the 13th ultimo to the Commissioner regarding a survey on Chekwelp Reserve (Squamish No.26) by Mr.J.W.Hermon.

In the Surveyor General's letter he says: " No plan or report has been received from Mr.Hermon". I wrote the Department on September 8th in this matter, and sent the plans under separate cover on the same date, but probably they were not received by you when the Surveyor General's letter was written. I presume these plans have since been handed to him.

There has been considerable correspondence, phone calls, and visits from Mrs. E.R.Livingstone in this matter; investigation of this woman would disclose the reason for all this trouble with her, and would not redound to her credit.

It must not be overlooked that the dispute over the boundary is not between Livingstone and me, but between Livingstone and Reid, who leases the next lot. Mr.Reid objects strongly against trees and shrubs being cut on his lot, and fences built on his property by Mrs.Livingstone who has covered up the surveyor's posts put in by Mr.Hermon and has placed similar posts where she claims they should be, although her claim is absurd, and unreasonable, and not in accordance either with the Bartlett plan or the Hermon survey. I am advised that Mr.Livingstone would have moved the encroachment on Reid's property, but his wife is truculent and troublesome, and prevented him doing so. I have since found that exactly the same dispute is going on in Vancouver between Mrs.Livingstone and the owner of adjoining property (not Mr.Reid in this case), who claims that several feet of his property is being taken by the Livingstones. I have personally been abused and insulted by this woman for absolutely no reason at all, and we shall lose several tenants of our Chekwelp property through her unpleasantness and overbearing.

I consider this matter should be given early attention by the Department and this boundary question settled, and if the Livingstone place is encroaching upon adjoining property, as is alleged by Mr.Reid, early action be taken to have it removed. Mr. Reid is not creating disturbance or unpleasantness about his claims, but he is insisting upon a prompt settlement of the matter, which is advisable before these two tenants have serious trouble.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.
Indian

The Secretary,
Indian Affairs Branch,
OTTAWA.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

Ottawa, Ontario,
October 14th, 1938.

MEMORANDUM:

Mr. F.H. Peters,
Surveyor General.

Branch file No. 13167-42 concerning the subject of subdivision of portion of the Chekwelp Indian Reserve in the Province of British Columbia, is according to our records now in your office for consideration and attention.

In the meantime a further letter has been received from Agent Ball of Vancouver, from which I quote as follows:-

"I beg to refer to the copy of the Surveyor General's letter of the 13th ultimo to the Commissioner regarding a survey on Chekwelp Reserve (Squamish No.26) by Mr. J.W. Hermon.

"In the Surveyor General's letter he says: "No plan or report has been received from Mr. Hermon". I wrote the Department on September 8th in this matter, and sent the plans under separate cover on the same date, but probably they were not received by you when the Surveyor General's letter was written. I presume these plans have since been handed to him."

J.C. Caldwell,
Chief, Reserves Division.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

ADDRESS REPLY TO:
HYDROGRAPHIC AND MAP SERVICE

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH

QUOTE FILE 21664

R

OTTAWA October 12th, 1938.

Mr. D. J. Allan,
Indian Affairs Branch,
Dept. Mines and Resources,
Ottawa, Ontario.

Memorandum:

Re: Lease Chekweip I.R.

I am quite in accord with the facts and opinions expressed in the fourth paragraph of your memorandum to Dr. McGill, dated 26th of September, 1938, your file 13167-42.

Mr. Hermon's plan has been taken off the file and recorded here under number B.C. 934 and three white prints have been made. One has been sent to Agent J.F.C. Ball, one to Commissioner D.M. MacKay and one is in the pocket on your file 13167-42, replacing the plan removed.

Your file is herewith returned.

Encl.

WRW/ML

Surveyor General and
Chief, Hydrographic Service.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

13167-4Pt.

Ottawa, October 13th, 1938.

Dear Mr. Livingstone,-

I have for reply your letter under date of September 26th. This controversy between you and our Agent had previously been referred to us by the Honourable the Minister of National Defence.

I am today enclosing to Commissioner McKay, in Vancouver, copy of your letter, together with Departmental comment thereon, and suggest that you take the matter up with him.

Yours truly,

D. J. Allen,
Superintendent,
Reserves and Trusts.

Edward R. Livingstone, Esq.,
3435 West 38th Avenue,
Vancouver,
British Columbia.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-42A.

Ottawa, October 18th, 1938.

Dear Sir,-

I am enclosing herewith for your attention the following:

1. Copy of letter received from Edward R. Livingstone, dated September 26th.

2. Copy of memorandum submitted by this Branch to the Director, and approved, as noted thereon.

3. Copy of a letter dated October 12th from the Surveyor General for Canada.

4. Copy of a letter mailed today to Mr. Livingstone.

Should Mr. Livingstone elect to pursue the matter further you should be in possession of all necessary information to enable you to deal with him.

Yours very truly,

D. J. Allan,
Superintendent,
Reserves and Trusts.

D. M. McKay, Esq.,
Indian Commissioner,
P. O. Box 70,
Vancouver, B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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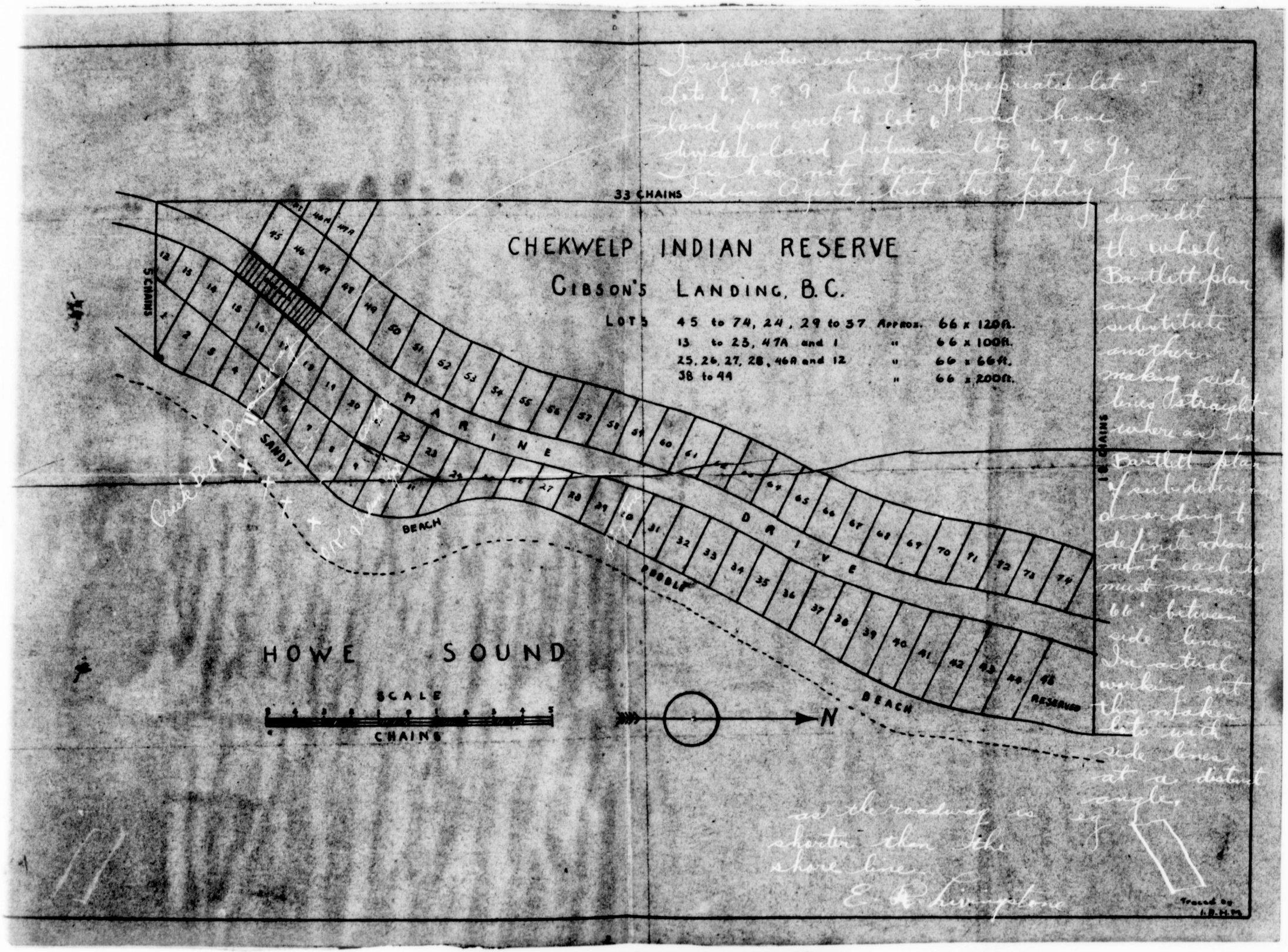
CANADA



Irregularities existing at present Lots 6, 7, 8, 9 have appropriated lot 5 land from creek to lot 6 and have divided land between lots 6, 7, 8, 9. This has not been checked by Indian Agent, but his policy is to discredit the whole Bartlett plan and substitute another making side lines straight where as in Bartlett plan of subdivision according to definite scheme must each lot must measure 66' between side lines. In actual working out the stakes lots with side lines at a distant angle, as the roadway is eg shorter than the shore line.

E. R. Livingstone

3455 No. 38 Cus.
Vancouver B.C.
13167-42 Oct 11, 1942

J. Scott

Superintendent General of Indian Affairs
Ottawa.

Reply

R
OCT 17 1938
RECORDS

Dear Sir:-

In reference to boundary dispute, Cheekeye Indian Reserve, Gibsons Ldg. B.C., Case no. F. 13, 167

I am in receipt of a letter from Indian Commissioner Mac Kay, dated Oct 5, 1942 stating the results of a recent survey made by Mr. S. Hanna are in your hands to be passed upon by the Department, and the Surveyor General and duly registered.

I am enclosing a copy of Bartlett plan of subdivision with irregularities noted. These have not been checked by the Indian Agent although he has a dwelling on adjoining lot 10. It is hard to reasonable to expect that the Indian Agent is unaware of the fact that the roadway lot 5 has been fenced in by the holder of lot 6, Mr. S. and that the land has been divided by holders of lots 6, 7, 8 & 9 giving them more than their 66 feet.

I may say that no dissatisfaction with the Bartlett plan was shown, until the holder of lot 2 Mr. Axford, made the request to have access to the block by way of lots 11 & 5, as provided in the Bartlett plan.

Mr. Bell's policy has been to discredit the Bartlett plan and have a new one accepted to cover, in my estimation, his faulty administration

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

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According to our lease it states -
"The Lessor covenants with the Lessee for quiet enjoyment."
I may say that an impression given by Mr. Ball, to the holder of lot 31, Mr. Reid, that the Bartlett plan was vague, and not by a registered surveyor, and should not be followed a very embarrassing situation has arisen. Neighbors who have been friends for years have a decidedly strained relationship, a state of affairs which is to be regretted.
In my estimation the Bartlett plan is a very satisfactory plan, simple and easily checked up on, and had the Indian Agent chained off the lots, every so often - replacing stakes that are damaged by time & tide no situation could exist, that has done for the past two years.
Hoping to have a satisfactory settlement in this matter.

Yours truly
E R Livingstone

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

Poor copy

13167-42

Ottawa, Ontario,
October 21st, 1938.

MEMORANDUM:

F.H. Peters,
Surveyor General.

Branch file No. 13167-42 is, according to our records, now in your office for consideration of a survey made of part of the Chekwelp Indian Reserve in the Vancouver Agency.

In order that attention may be given to further communications received I should be glad to know whether this recent survey made by Mr. J.W. Hermon has been approved.

J. P. Caldwell,
Chief, Reserves Division.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

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13167-40

October 24th, 1938.

Dear Sir:-

I wish to acknowledge receipt of your letter of October 11th, in further reference to the subject of survey, Chehselp Indian Reserve.

This matter is now receiving consideration by Commissioner MacKay and Agent Ball of Vancouver and the Department will be guided entirely by their recommendation, and the local situation will be determined on the basis of their decision.

Yours very truly,

T.R.L. MacInnes,
Secretary.

Edward R. Livingstone, Esq.,
3455 West 38th Avenue,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

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ADDRESS REPLY TO:
HYDROGRAPHIC AND MAP SERVICE

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH

QUOTE FILE 21664.

Labelle Bldg.,
OTTAWA November 1, 1938.

J.C. Caldwell, Esq.,
Chief, Reserves Division,
Indian Affairs Branch,
O t t a w a.

Memorandum.

In reply to your memorandum of the 21st October, your file 13167-42, the plan of subdivision of part of Chekwelp Indian Reserve by J.W. Hermon, has been approved by me and is herewith sent to you for submission to the Director of Indian Affairs, for his approval. Kindly return it after it has been signed.

Your file was returned a few days ago.

Pcl.

Recorded under no #BC934
J.D.B.
13/2/41

Surveyor General, and
Chief, Hydrographic Service.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

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13167-42.

NOV 9 1938
RECORDS

Ottawa, Ontario,
November 8th, 1938.

MEMORANDUM:

Mr. F.H. Peters,
Surveyor General.

Referring to your memorandum of November 1st, your file 21664, I return herewith plan of subdivision of part of the Chehselp Indian Reserve, B.C., which plan as you will note has been approved and signed by the Director, Dr. McGill.

Shape plan was Recorded under # BC 934 on 8th Oct. 1938 JP 13/2/41

J. Q. Caldwell,
Chief, Reserves Division.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE.....

R

NOV 9 1938
RECORDS

416 Federal Building,
Vancouver, B. C.
November 4th 1938.

Sir:

I beg to refer to my letter of May 18th ,1937, requesting that a lease covering Lot 32, Squamish I.R. No.26 (Chekwelp) Be made out to May 18th 1945, in favour of Lawrence M. Reid and W.E.Baxter, who are lessees of Lots 31 and 33 respectively.

I was under the impression that this lease had been granted already. The lease should be made out "according to Plan No.B.C.934 of J.W.Hermon", and not as per Bartlett plan, which has been used in the past.

If you will please forward the lease for seven years from May 18th 1938, I will collect this year's rental and forward it in the usual way.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

File 13167-42.

EXD.

Ottawa, November 14, 1938.

Dear Sir,-

With reference to your letter of November 4th, I enclose Lease, in triplicate, in favour of W. E. Baxter and Lawrence M. Reid, covering Lot 32, Chekwelp Indian Reserve No. 26, for signature by the lessees, and to be returned to the Department for final execution.

HGR

Yours very truly,

Enclosures.

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

TRANSFER OF LEASE

THIS INDENTURE made this 15th day of August in the year of Our Lord one thousand nine hundred and thirty-eight

BETWEEN

Mrs.Grace F.Hilborn, of West Vancouver,B.C.

Of the 1st part

AND

Mrs.W.E.(Rita) Schmidt, of 3368 W. 28th Ave. Vancouver, B. C.

Of the 2nd part

WITNESSETH that whereas the party of the first part is the lessee of Lot 8, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by her under Lease No.138, dated May 18th 1927, File No.13167-42, granted to her by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor;

AND the said lessee is desirous to transfer the said Lease No.138 to Mrs.W.E.(Rita) Schmidt, herein described as the party of the second part, and the said Mrs.W.E.(Rita)Schmidt, has agreed to accept the transfer of said Lease No.138, and to carry out all the terms and conditions set out in the said lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED & DELIVERED in the presence of:

Mrs. B. Gamer

Mrs. A. Bone

Mrs. C. L. Hilborn
Party of the 1st part

Mrs. W. E. Schmidt
Party of the 2nd part

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TRANSFER OF LEASE

THIS INDENTURE made this 15th day of August in the year of Our Lord one thousand nine hundred and thirty-eight

BETWEEN

Mrs.Grace F.Hilborn, of West Vancouver,B.C.

Of the 1st part

AND

Mrs.W.E.(Rita) Schmidt, of 3368 W. 28th Ave. Vancouver, B. C.

Of the 2nd part

WITNESSETH that whereas the party of the first part is the lessee of Lot 8, Chekwelp I.R.No.26, in the district of New Westminster, Province of British Columbia, said lot being held by her under Lease No.158, dated May 18th 1927, File No.13167-48 granted to her by His Majesty King George Fifth as represented by the Superintendent General of Indian Affairs therein described as the lessor;

AND the said lessee is desirous to transfer the said Lease No.158 to Mrs.W.E.(Rita) Schmidt, herein described as the party of the second part, and the said Mrs.W.E.(Rita)Schmidt, has agreed to accept the transfer of said lease No.158, and to carry out all the terms and conditions set out in the said lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals.

SIGNED, SEALED & DELIVERED in the presence of:

Mrs. B. Gerner — Mrs. G. L. Hilborn
Party of the 1st part

Mona A. Bone — Mrs. W. E. Schmidt
Party of the 2nd part

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Ken Meawright
Signature
Oct. 19 '72

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

R

416 Federal Building,
Vancouver, B. C.
November 14th 1938.

Sir:

re: Lease No.138

I am enclosing herewith duplicate and triplicate copies of the above lease, covering Lot 8, Squamish I.R.#26, (Chekwelp) in the name of Mrs. Grace F.Hilborn, together with transfer form, in duplicate, from Mrs.Hilborn to Mrs. W.E.Schmidt, of 3369 W. 28th Ave., Vancouver. This transfer was negotiated earlier in the year, and upon completion of the forms by Mrs.Hilborn, they were sent to Mrs. Schmidt,who mislaid them.

The transfer fee was paid by Mrs.Hilborn on August 15th, and forwarded to Ottawa with the August rent return.

I would respectfully recommend that this transfer be approved.

I have the honour to be,
Sir,
Your obedient servant,

DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Rec'd

EX'D.

Ottawa, November 24, 1938.

Dear Sir,-

Referring to your letter of November 14th, I enclose, for the usual disposition, Lease No. 138, in duplicate, covering Lot 8, Chekwelp Indian Reserve, with approval of transfer from Grace F. Hilborn to Mrs. W. E. (Rita) Schmidt endorsed thereon.

HGR

Enclosures.

Yours very truly,

J. C. Caldwell,
Chief, Reserves Division.

Vancouver - Acct. 11

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Noted
1.12.38
B.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

EXTRACT
ORIGINAL ON
75-167

File

AGENT'S REPORT ON VANCOUVER AGENCY FOR NOVEMBER 1938.

x x x

A meeting of some of our lessees of camp sites at Chekwelp Reserve was held in the Commissioner's office on the 14th. The least said about some of them, the better. Tje complainant gave in to the others in sheer disgust, and as these leases expire in 1945, we shall be in a position to adjust matters then.

x x x

F.J.C.Ball.
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Mines & Resources
Indian Affairs Branch
JAN 9 1939
RECORDS

PLEASE QUOTE
FILE

Reserve

416 Federal Building,
Vancouver, B. C.
January 4th 1939.

Sir:

re: File No.13167-42 - Chekwelp Reserve

I beg to report that a deputation of lessees of camp sites on the above Reserve has called upon me to write the Department protesting against new taxation imposed upon them.

These lots have been valued by the Assessor at $200.00, and improvements from $300.00 to $500.00, the tax hitherto averaging $5.00 to $7.00 per annum.

This year school taxes have been added, making the tax anywhere from $12.00 to $18.00 per annum, and these lessees, who say they only use their camps for a month or six weeks every year, feel that the school tax is an imposition and, added to the rental of the lot, makes their places most expensive. Some of them will be paying over $40.00 per annum for taxes and rental, and the lessees state had they known such taxation would be placed against them, they would never have leased the property.

These lots are at best 66' x 100' and many are only half that size, so the taxes are approaching city rates. The lessees are all paying school tax on their property in Vancouver. Some of them have asked me to write you, others may write you direct. I do not know what to advise them, so am asking for your advice.

The tax will also be imposed on lessees of lots on Chekwelp I.R.No.26a (Squamish) but none has so far approached me on the subject, so possibly they have not yet received their tax notices. The School tax in mills is 11.62, which is most unreasonable.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

F. J. C. Ball
per D. Hulas
(F.J.C.Ball)
Indian Agent

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

January 5th 1939

Note:

In the rush yesterday of getting off reports, etc., Mr.Ball omitted to sign this letter, and has left for Sechelt. As I know he wanted it to go immediately, I have signed it for him.

Doreen Veelas
Clerk.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

January 10th, 1939.

Dear Sir:-

I wish to acknowledge receipt of your letter of January 4th, in which you report concerning the matter of municipal taxation of lots in the Chekwelp Indian Reserve sub-division.

This question of local municipal assessment is one in which the Department does not wish to interfere, as obviously the municipality has the legal right to levy such taxes, and on the basis indicated in your letter. For many years the lessees of Indian lands were exempt from taxation, but during recent years, most if not all of the provinces have passed legislation enabling the municipalities to tax the lessees of Indian lands. It may be observed that the lands themselves still remain exempt, but what may be described as the lessees' interest in these lands is taxable, and the subject therefore is one for consideration or adjustment with the local municipal authorities. You will understand therefore that the matter is one outside and beyond our jurisdiction.

Yours very truly,

T.R.L. MacInnes,
Secretary.

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE.....

RECORDS

416 Federal Building,
Vancouver, B. C.
January 9th 1939.

Sir:

re: File No.13167-42

I beg to enclose herewith in triplicate lease covering Lot 32, Squamish I.R.No.26 (Chekwelp) in the names of W.E.Baxter and Lawrence M. Reid, for completion by the Department. The rental of $15.00 from May 18th 1938 to May 18th 1939 has been paid, and will be forwarded with the next revenue return.

Lease No 462. Fol. 154. Vol. 5.

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13167-42.

Revenue

EXD.

Ottawa, January 17, 1939.

Dear Sir,-

Referring to your letter of January 9th, I enclose, for the usual disposition, Lease No. 462, in duplicate, in favour of Messrs. W. E. Baxter and Lawrence M. Reid, covering Lot 32, Chekwelp Indian Reserve No. 26.

HGR

Yours very truly,

Enclosures.

J. C. Caldwell,
Chief, Reserves Division.

Vancouver
Acct. 136
Lease Journal
19. 1. 39
B

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

R

PLEASE QUOTE
FILE

MAR 20 1939
RECORDS

416 Federal Building,
Vancouver, B. C.
February 15th 1939.

Sir:

I beg to advise that an application for a lease of Lot 43, Squamish I.R.No.26 (Chekwelp) has been received from Mr.O.B.Gerle, of Vancouver, B.C., and it would be appreciated if you would forward the necessary forms for signature.

The lease is to date from May 18th 1939, and continue in force until May 18th 1945, at an annual rental of $15.00 - the first year's rent has been paid and is being forwarded with the next revenue return.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs, (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

THIS INDENTURE, made in triplicate this twenty-second day of March, in the year of our Lord one thousand nine hundred and thirty-nine.

Between HIS MAJESTY KING GEORGE THE SIXTH, represented by the Minister of Mines and Resources,

of the First Part

And O. B. GERLE, of the City of Vancouver, in the Province of British Columbia,

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, doth demise and lease unto the said party of the second part, all that messuage or tenement situate, lying and being Lot Number 43, in the Chehwelp Indian Reserve Number Twenty-six, in the district of New Westminster, in the Province of British Columbia, and more particularly described as follows:

Lot Number 43, according to plan of survey by Hermon and Hermon, dated August 2nd, 1938, of record in the Indian Affairs survey records, Department of Mines and Resources, Ottawa, under No. B.C.-934.

TO HAVE AND TO HOLD the said demised premises for and during the term of six years from the Eighteenth day of May, One thousand nine hundred and thirty-nine, yielding and paying therefor during the said term the yearly rent of FIFTEEN DOLLARS, payable yearly in advance on the 18th day of May, in each year of the said term, the first payment to become due and payable on the execution of this lease.

And the said party of the second part doth hereby for himself his heirs, executors and administrators, covenant with the said party of the first part, his successors and assigns,

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

that he the said party of the second part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non-performance of any of the covenants contained, it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

the same to have again, reposess and enjoy, as if this indenture had never been made.

And it is hereby declared and agreed that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable, and the said term shall, at the option of the Lessor, immediately become forfeited and determined.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns, respectively.

IN WITNESS WHEREOF, the Director of the Indian Affairs Branch of the Department of Mines and Resources, on behalf of the Minister, and the Lessee have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED In the presence of	
. . . . . As to the signature of the Director of Indian Affairs	. . . . . Director of Indian Affairs
. . . . . As to the signature of the Lessee	. . . . . Lessee

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

March 22nd, 1939.

REGD.

Dear Sir:-

I wish to acknowledge receipt of your letter of February 15th, reporting the application of Mr. O.B. Gerle of Vancouver for a lease of Lot No. 43, Chekwelp Indian Reserve Number 26 subdivision.

A draft lease in triplicate issued in favour of Mr. Gerle is herewith, and if you find that the terms and conditions are satisfactory, submit same for the signature of the prospective lessee and then return them to the Department for final execution.

Yours very truly,

T.R.L. MacInnes,
Secretary.

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Credit Advice

Mr. Caswell
Reserve Accounts

R

March 22nd 1939

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 15.00

Agency Receipt No. 19528 dated March 8th/39.

Payer O. B. Gerle on account of Rental - Lot 43. I. R. #26.

Lease Surp. 442.

For Treasury Branch.

M. McAllister

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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Index Cards pls.

Chekwelp I.R. 26A.

file 10/32-7-26

Permits issued: Logan W. Wright - lot 2. - 18-5-52
acct 7.

~~Herbert Hoerig Kingham~~ - 14 18-5-41
~~Frederick A. Cranham~~ - lot 1 - 27-5-36
acct 13

B. E. Walker - lot 3. 16-5-38
acct 130.

All $25.00 per annum.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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CANADA

File No. 987/ ~~167~~/32-7-26 VOL.2 CLOSED

CHARGE CARD

FLAGS

TO	DATE	BY	TO	DATE	BY	REQ'D BY	PER	DATE
AH+3	23/10/69	6						

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION - INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

PUBLIC ARCHIVES
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CANADA

987/
~~167~~/32-7-26 VOL.2 C

TO	DATE	BY	TO	DATE	BY	REQ'D BY	PER	DATE
AH73	23 10 68	6						

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION - INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 2)

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Indian Affairs
Central Registry Files, 1874-1959

File (RG 10, Volume 8092)

987/32-7-26	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE CHEKWELP RESERVE 26. (SQUAMISH BAND).	1924-1934
987/32-7-26	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE CHEKWELP RESERVE 26 (SQUAMISH BAND).	1934-1939
987/32-7-26	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE THE LEASING OF LAND ON THE CHEKWELP RESERVE 26 (SQUAMISH BAND).	1939-1945
987/32-21-0-2	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF GEORGE SAM'S LAND ON THE SEMIAHMOO RESERVE 0. (SEMIAHMOO BAND) (PLANS)	1932-1943

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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FILE NO. ~~167~~ 987/32-7-26

CLOSED VOLUME
See Vol. 4

A

— INDIAN AFFAIRS BRANCH —
DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

SUBJECT LEASE - GENERAL
SQUAMISH BAND
SUBD. CHEKWELP RES. NO. 26
FRASER ~~AGENCY~~ DISTRICT

VOLUME 3
FROM 1929
TO 1945

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
Akt. 43	L	Request	23/10/69	PA	Akt. 43	23/10/69.	

FILE NO. ~~167~~ 987/32-7-26 VOL. 3

CLOSED VOLUME
See Vol. 4

30-74E

1A 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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A

CLOSED VOLUME

See Vol 4

FILE NO. 162/32-7-26

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

VOLUME 3

SUBJECT Lease
Squamish Band
Sqbd. Chekwelp Res #26
General
Fraser Agency

FROM

TO

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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No. 13167 -7-26 VOL.3 VOL.2 CLOSED

INDIAN AFFAIRS BRANCH

DEPARTMENT OF MINES AND RESOURCES

ILVER

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

THIS SPACE FOR TREASURY ONLY

CHEQUE NO. .....

DATE .....

VOTE		AGENCY	
ALLOT.	E.R.	AMOUNT	
TOTAL			

EXAMINED AND FOUND CORRECT

DATE .....

PAY TO R.R.Stiller,

ADDRESS Grantham's Landing, B. C.

Account No.54.
Squamish Band
Funds at Credit.

DATE		SERVICE	AMOUNT	
1939		Authority: F.13167-42.		
March		To Care of water system at Squamish I.R.No.26		
		(Chekwelp) for the year ending March 31st 1939	$ 60.	00
		TOTAL	$ 60.	00

I HEREBY CERTIFY that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just, also that the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Fredk J Bree
Agent

FORM No. I.A. 506
R. 8420

VOUCHER NO. 10177

DATE March 22nd 1939

TRUST FUND
ACCT. NO. 54
AGENCY

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines and Resources
Indian Affairs Branch
MAR 27 1939
RECORDS

416 Federal Building,
Vancouver, B. C.
March 23rd 1939.

REC'D.

Sir:

I beg to enclose herewith an annual account for taking care of the water system at Squamish I.R.No.26 (Chekwelp) for the year ending March 31st 1939.

This is a necessary service, and Mr. Stiller has done exceedingly good work since he replaced Mr.Soames. He is also caretaker of the Grantham's Landing District water system, which adjoins ours. He recently discovered a party has been stealing water from our system.

The account is payable from the Squamish Band Funds, as they receive the rentals from the summer camps on this Reserve.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

Fred J C Ball

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

R

416 Federal Building,
Vancouver, B. C.
April 4th 1939.

Department of Mines & Resources
Indian Affairs Branch
APR 8 1939

Sir:

re: File No.13167-42

I beg to enclose herewith in triplicate lease covering Lot 43, Squamish I.R.No.26, in the name of O.B.Gerle, which has been duly completed by the lessee, and which is returned for the Department's signature.

Lease 470
Vol. 165,
Vol. 5.

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42.

Ottawa, Ontario,
April 11th, 1939.

Dear Sir:-

I beg to acknowledge receipt of your letter of April 4th, returning draft lease in triplicate signed by the lessee, O.B. Gerle, and covering Lot No. 43, Squamish Indian Reserve No. 26.

The duplicate and triplicate copies duly signed by the Director are returned herewith and the triplicate copy might be forwarded to the lessee and the duplicate retained in your office for purposes of record.

Yours very truly,

J. C. Caldwell,
Chief, Reserves Division.

Representative of the Treasury
INDIAN AFFAIRS

F.J.C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER, B.C.

Vancouver
Acct #137
Journal
19.4.39

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

REVENUE.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

13167-42.

CE OF THE
AN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

Department of Mines & Resources
Indian Affairs Branch
JUL 3 1939
REGISTERED

416 Federal Building,
Vancouver, B. C.
June 24th 1939.

Sir:

re: File No.13167-42.

I beg to enclose herewith duplicate and triplicate copies of Lease No.250, covering Lot 13, Squamish I.R.No.26 (Chekwelp), together with transfer from the lessee, Albert White, to William Mettam, of 2854 Eton St., Vancouver, B.C. Mr.White suffered a stroke some time ago, and is unable to usethis property now. As his wife received power of attorney, I obtained her signature to the transfer form to avoid any complications. The rental for the coming year has been paid by Mr.Mettam, and the $3.00 transfer fee was also collected;these will be forwarded with the next revenue return. I respectfully recommend approval of this transfer.

Lease 250, Fol. 97, Vol. 3.

I have the honour to be,

Sir,

Your obedient servant,

Fred J. C. Ball

(F.J.C.Ball)

Indian Agent.

DH.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

TRANSFER OF LEASE

THIS INDENTURE made this day of June, in the year of Our Lord One Thousand Nine Hundred and Thirty-nine

B E T W E E N

ALBERT WHITE, of 4206 Cariboo St., Vancouver, B. C. and MRS. ALICE WHITE his wife, and attorney, of the same address

OF THE FIRST PART

A N D

WILLIAM METTAM, of 2854 Eton St., Vancouver, B.C.,

OF THE SECOND PART

The original of this Document has been removed for retention in the Records of the Indian Land Registry
Ken Mawatsig
Signature
Dec 11 1972

WITNESSETH that whereas the party of the first part is the lessee of Lot 13 in the summer camp subdivision of Squamish Indian Reserve No.26(Chekwelp) in the District of New Westminster, Province of British Columbia, said lot being held by him under Lease No.249, dated 23rd April 1931, File No.13167-42, granted to him by His Majesty King George the Fifth, as represented by the Superintendent General of Indian Affairs, therein described as the lessor:

AND the said lessee, on account of ill-health, is desirous to transfer the said Lease No.249 to WILLIAM METTAM, herein described as the party of the second part, and the said WILLIAM METTAM has agreed to accept the transfer of said Lease No.249 and to accept and to carry out all the terms and conditions set out in the said lease.

IN WITNESS WHEREOF the said parties hereto have set their hands and seals the day and year first above mentioned.

WITNESSES:	
Margaret Howe	Albert White Party of 1st part
Margaret Howe	Alice White Attorney for Party of 1st part
Doreen Leclas	William Mettam Party of 2nd part

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch
JUL 4 1939
REGISTERED

PLEASE QUOTE
FILE

Reference

416 Federal Building,
Vancouver, B. C.
June 30th 1939.

Sir:

I beg to advise that an application has been received from Mrs.Ethel Hoad, of 3548 W. 16th Ave. Vancouver, B. C., for a lease of Lot 27, Chekwelp Reserve (Squamish No.26), for a term of 6 years from May 18th 1939. In view of the fact that this lot is very much smaller than the others, being only 25 feet deep and having most of it taken up with a drainage culvert, $10.00 per annum would be sufficient rental.

I would respectfully request that a lease be approved on the above terms, and that the necessary forms be forwarded for signature. The first year's rental will be forwarded with the next revenue return.

I have the honour to be,
Sir,
Your obedient servant,

DH.

Fred J. C. Ball
(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42A

Vancouver -
Acd. 51
Assignment
noted 18.7.39
B.

Ottawa, Ontario,
July 11, 1939.

Dear Sir:

I wish to acknowledge receipt of your letter of June 24th, forwarding assignment of lease No. 250, covering Lot 13, Squamish Indian Reserve No. 26, from Albert White to William Mettam.

This transfer has been approved and the duplicate and triplicate copies of this lease are returned herewith, on which you will note a notation of approval signed by Dr. McGill, the Director.

Yours very truly,

J. B. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

Reserve

Please note transfer
file to Reserves.

Return to
Reserves

(2)

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26
pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Credit Advice

MEMO Mr Cambridge Supt Reserves & Trusts

July 18th 1939

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book Folio

Amount $ 20.00

Agency Receipt No. 33337 dated 11.7.39

Payer R. M. Stevenson per on account of Rent - Lot 150 Squamish Re #56

Marine Sales & Service

Lease Supt 513

For Treasury Branch.

Mr. McDiarmid

Department of Mines & Resources Indian Affairs Branch. AUG 2 1939 REGISTERED

File No. 13167-52

Credit Advice

MEMO Reserves

July 8th, 1939.

The following remittance has been received from

Indian Agent F.J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book Folio 89

Amount $ 3.00

Agency Receipt No. 33308 dated June 24th, 1939,

Payer Albert White on account of transfer fee -

Squamish - Acct. 54.

For Treasury Branch.

Department of Mines & Resources Indian Affairs Branch. JUL 14 1939 REGISTERED

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch
JUL 19 1939
REGISTERED

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
July 14th 1939.

Sir:

I beg to advise that an application has been received from Mr.R.M.Stevenson, of Grantham's Landing, B.C., for a lease of Lot 45a on Squamish I.R.No.26 (Chekwelp) from May 18th 1939 to May 18th 1945, at an annual rental of $20.00.

I would respectfully request that the necessary lease be prepared and forwarded for completion by Mr.Stevenson.

The first year's rental has been paid , and will be forwarded with the next revenue return.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

FXD.

July 31, 1939.

Dear Sir:

Referring to your letters of June 30th and July 14th respectively, I send you herewith draft leases in triplicate issued in favour of Mrs. Ethel Hoad and Mr. R. M. Stevenson, covering Lots 27 and 45A in the Chekwelp Subdivision.

If, upon examination, you find these draft leases satisfactory, please submit same for signature and return to the Department for final execution.

Yours very truly,

TRLM

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

Referred

416 Federal Building,
Vancouver, B. C.
Sept.14th 1939.

Department of Mines & Resources
Indian Affairs Branch
SEP 19 1939
REGISTERED

Sir:

re: File No.13167-42a

I beg to enclose herewith, in triplicate, ~~lease~~ covering Lot 45a on Squamish I.R.No.26 in the name of R.M.Stevenson, which has been completed by the lessee and is returned for the signature of the Department.

Lease 475' fol. 182. vol. 5'

I would point out, however, that the description given when the lease was prepared was erroneous, being "according to plan of subdivision by T.T.Barlett"; this, of course, should have been "by Hermon & Hermon" who made a new survey last year. The lease has been changed accordingly.

I have the honour to be,

Sir,

B/DH.

Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball)

Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines and Resources
Indian Affairs Branch
SEP 20 1939
REGISTERED

PLEASE QUOTE
FILE

Received

416 Federal Building,
Vancouver, B. C.
September 14th 1939.

Sir:

I beg to advise that I have received an application from Mr.J.C.Bond, of Vancouver, B.C., for a lease of Lot 44, Chekwelp Reserve No.26, from May 18th 1939 to May 18th 1945, at an annual rental of $15.00. The first year's rental has been paid and will be forwarded with the next return.

In preparing the lease, the description of the lot should be "according to plan of subdivision by Hermon & Hermon", not "by T.T.Bartlett" as was previously done, as a new survey was made last year.

I have the honour to be,

Sir,

B/DH.

Your obedient servant,

Fred J C Ball

(F.J.C.Ball)

Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

Ottawa, Ontario,
September 23, 1939.

Dear Sir:

Referring to your letter of September 14th, I send you herewith draft lease in triplicate, issued in favour of J. C. Bond of the City of Vancouver and covering Lot No. 44, Subdivision of Chekwelp Indian Reserve No. 26.

If you find the terms and conditions of this lease satisfactory, please submit same for the signature of the lessee and then return them to this Department for final execution.

Yours very truly,

J. C. Caldwell,
Chief, Reserves Division.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TRANSFER OF LEASE

THIS INDENTURE made this day of

in the year of Our Lord One Thousand Nine Hundred and Thirty-Nine,

BETWEEN:

ARCHIE McKIE, of the City of Vancouver, Province of British Columbia

of the 1st part

AND

C. MURRAY HOCKRIDGE AND GRACE H. HOCKRIDGE, of 2079 W. 46th Ave., Vancouver, B. C.

of the second part

WITNESSETH That whereas the party of the first part is the lessee of Lot 40, Chekwelp I.R.No.26, in the District of New Westminster, Province of British Columbia, said lot being held by him under Lease No.450, dated June 24th 1938, File No. 13167-42, granted to him by His Majesty King George the Sixth, as represented by the Superintendent General of Indian Affairs therein described as the lessor;

AND the said lessee is desirous to transfer the said Lease No.450 to C.Murray Hockridge and Grace H. Hockridge, parties of the second part, and the said C.Murray Hockridge and Grace H. Hockridge have agreed to accept the transfer of said Lease No.450, and to carry out all the terms and conditions set out in the said lease.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands the day and year first above mentioned.

WITNESSES: to all signatures:-

..... Archie McKie .....
Party of 1st part

.....

.....

The Original of this Document has been removed for retention in the Records of the Indian Land Registry.

Signature

19

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

Resources

416 Federal Building,
Vancouver, B. C.
September 21st 1939.

Department of Mines & Resources
Indian Affairs Branch.
SEP 25 1939
RECEIVED

Sir:

I bag to enclose herewith duplicate and triplicate copies of Lease No.450, covering Lot 40, Chekwelp I.R.No.26, together with application for transfer of this lease from Mr.Archie McKie to Mr. and Mrs. C.M.Hockridge, of Vancouver.

The $3.00 transfer fee has been collected, and will be forwarded with the next return.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

Vancouver
Acct. 145.

Ottawa, September 25, 1939.

Dear Sir:

Referring to your letter of September 14th, I return to you for the usual disposition the duplicate and triplicate copies of lease issued in favour of Mr. R. M. Stevenson of Grantham's Landing and covering Lot No. 45A in Chekwelp Indian Reserve Subdivision.

Yours very truly,

J. G. Caldwell,
Chief, Reserves Division.

Lease Journal.
14. 10. 39
D.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encl.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REVENUE

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch.
OCT 2 1939
REGISTRY

416 Federal Building,
Vancouver, B. C.
Sept.26th 1939.

Sir:

re: File No.13167-42A

I beg to return herewith for completion by the Department lease in triplicate covering Lot 27, Chekwelp Reserve No.26, in the name of Mrs.Ethel Hoad.

The first year's rental has been paid, and will be forwarded with the next revenue return.

Lease 478,
Vol. 184,
Vol. 5.

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

Doreen Heelas
Clerk.
For
(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Credit Advice

MEMO.

Oct. 10 1939

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 15.00

Agency Receipt No. 33367 dated Sept. 12 1939

Payer J. C. Bonds on account of Rent - Lot 44.

Department of Mines and Resources Indian Affairs Branch NOV 1 1939 REGISTERED

Lease Susp. 534.

For Treasury Branch.

Mr. Burns

File No. 13167-42

Credit Advice

MEMO.

Oct. 10 1939

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Department of Mines and Resources Indian Affairs Branch NOV 1 1939 REGISTERED

Amount $ 10.00

Agency Receipt No. 33378 dated Sept. 27 1939

Payer Mrs. Ethel Hoad on account of Rent - Lot 27.

Lease Susp. 535.

For Treasury Branch.

Mr. Burns

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch.
OCT 7 1939
REGISTERED

PLEASE QUOTE
FILE

Reserves

416 Federal Building,
Vancouver, B. C.
October 3rd 1939.

Sir:

I beg to advise that an application for a lease of Lot 41, Chekwelp Reserve No.26, has been received from Mr.R.J.Hopper, of Vancouver, for six years from May 18th 1939, at an annual rental of $15.00, and I would respectfully request that the necessary lease papers be forwarded for his completion.

The rental for the first year has been received and will be forwarded to Ottawa with the next revenue return.

I have the honour to be,

Sir,

DH.

Your obedient servant,

Fred J.C. Ball

(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-40

Credit Advice

MEMO. Passages

October 10th, 1939.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 160

Amount $ 3.00

Agency Receipt No. 33373 dated September 21st, 1939,

Payer C. M. Hockridge on account of transfer fee -

Squamish - Acct. 54.

Dept. of Mines & Resources Indian Affairs Branch. OCT 18 1939 REGISTERED

For Treasury Branch.

File No. 13167-42

Credit Advice

MEMO.

October 10th, 1939.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 160

Amount $ 2.00

Agency Receipt No. 33377 dated September 26th, 1939,

Payer W. C. Johnson on account of water rates Lot 24 -

Squamish - Acct. 54.

Dept. of Mines & Resources Indian Affairs Branch. OCT 18 1939 REGISTERED

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Reference

Department of Mines & Resources
Indian Affairs Branch
OCT 20 1939
REGISTERED

416 Federal Building,
Vancouver, B. C.
October 16th 1939.

Sir:

re: File No.13167-42a

I beg to enclose herewith, in triplicate, lease covering Lot 44, Chekwelp Indian Reserve, which has been signed by the lessee, Mr.J.C.Bond, and is being returned to you for completion by the Department.

Lease 477, Fol. 183. Vol. 5.

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

Fred J. C. Ball

(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

October 31, 1939.

Dear Sir:

Referring to your letter of October 3rd, I send you herewith a draft lease in triplicate issued in favour of Mr. R. J. Hopper of Vancouver and covering Lot 41, Chekwelp Indian Reserve No. 26. This lease is issued for a period of six years from the 18th day of May, 1939, in consideration of the payment of an annual rental of $15.00.

After obtaining the signature of the lessee to these documents, please return them to this Branch for final execution.

Yours very truly,

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

November 2, 1939.

Dear Sir:

Referring to your letter of September 26th last, I return to you for the usual disposition the duplicate and triplicate copies of lease issued in favour of Mrs. Ethel Hoad and covering Lot No. 27, Chekwelp Reserve No. 26 Subdivision.

Yours very truly,

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encls.

TRLM

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42A

2 copies

November 3, 1939.

Dear Sir:

Referring to your letter of October 16th, I return to you for the usual disposition the duplicate and triplicate copies of lease issued in favour of Mr. J. C. Bond and covering Lot No. 44, Chekwelp Reserve No. 26 Subdivision.

Yours very truly,

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encls.

TRLM

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Sept. Attn. Mr. Bennett

Credit Advice

M[redacted]O.

Oct. 23rd 1939

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 15.00

Agency Receipt No. 33384 dated Oct 2nd/39

Payer R. J. Hopper on account of Lot. 41.

Lease Susp. 540.

NOV 23 1939 REGISTRY

For Treasury Branch.

M. Burns

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

DEC 2 1939
REGISTERED

Reserves

416 Federal Building,
Vancouver, B. C.
November 29th 1939.

Sir:

I beg to refer to my letter of September 21st last, enclosing application from Mr. Archie McKie for transfer of Lease No.450, covering Lot 40, Squamish I.R. No.26(Chekwelp) to Mr. and Mrs.C.L.Hockridge. I do not appear to have received a reply to this letter.

Vol. 134.
Vol. 5.

Mr.Hockridge is anxious to know whether or not the transfer is approved, as he would like to commence building a summer cottage on the lot as soon as possible, there being a carpenter available there now, but who will be returning to Vancouver shortly. It would mean a considerable saving if the man could do the work while he is up there, and not have to make a special trip.

B/DM.

I have the honour to be,

Sir,

Your obedient servant,

The Secretary,
Indian Affairs Branch,
OTTAWA.

(F.J.C.Ball)
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

131

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

DEC 2 1939
REGISTERED

Reserves

416 Federal Building,
Vancouver, B. C.
November 29th 1939.

Sir:

I beg to refer to my letter of September 21st last, enclosing application from Mr. Archie McKie for transfer of Lease No.450, covering Lot 40, Squamish I.R. No.26(Chekwelp) to Mr. and Mrs.C.M.Hockridge. I do not appear to have received a reply to this letter.

Fol. 134.
Vol. 5.

Mr.Hockridge is anxious to know whether or not the transfer is approved, as he would like to commence building a summer cottage on the lot as soon as possible, there being a carpenter available there now, but who will be returning to Vancouver shortly. It would mean a considerable saving if the man could do the work while he is up there, and not have to make a special trip.

B/DH.

I have the honour to be,
Sir,
Your obedient servant,

F.J.C.Ball
(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

December 8, 1939.

F. J. C. Ball, Esq.,
Indian Agent,
Vancouver, B. C.

Dear Sir:

Referring to your letter of November 29 I return to you herewith the duplicate and triplicate copies of lease issued in favour of Archie McKie, of Vancouver, and recently transferred to Mr. and Mrs. C. M. Hockridge.

This lease is No. 450 and covers Lot No. 40, Squamish Indian Reserve No. 26(Chekwelp). Approval of transfer has been noted on each copy.

T.R.L. MacInnes,
Secretary,
Indian Affairs Branch.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
DEC 8 1939
REGISTERED

Received
Mr Gunner

416 Federal Building,
Vancouver, B. C.
December 4th 1939.

Sir:

re: File No.13167-42A

I beg to enclose herewith, in triplicate, lease covering Lot 41, Squamish I.R.No.26 (Chekwelp) which has been completed by the lessee, Mr.R.J.Hopper, and is being returned for signature by the Department.

Lease 479.
Fol. 185.
Vol. 5.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver Agy
Acct. 150
Lease General
27.12.39

15167-42

December 18, 1939.

Dear Sir:

Referring to your letter of December 4th, I send you herewith for the usual disposition the duplicate and triplicate copies of lease issued in favour of Mr. R. J. Hopper of the City of Vancouver and covering Lot No. 41, Chekwelp Subdivision, Squamish Indian Reserve No. 26.

Yours very truly,

T. R. L. MacInnes,
Secretary.

R. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encl.

Representative of the Indian Agent
DEC 19 1939
INDIAN AFFAIRS.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor Copy

PUBLIC ARCHIVES
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CANADA

13167-42

[illegible]E OF THE
[illegible]AN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

Department of Mines & Resources
Indian Affairs Branch
DEC 27 1939
REGISTERED

416 Federal Building,
Vancouver, B. C.
December 22nd 1939.

Sir:

I beg to acknowledge receipt of your letter of December 8th (no file number given), regarding the transfer of Lease No.450, covering Lot 40, Squamish I.R.No.26 (Chekwelp), which is being taken over by Mr. and Mrs.C.M.Hockridge. Your letter stated that the duplicate and triplicate copies of the lease were returned therewith, but they were not enclosed, and although some time has elapsed since receipt of the letter, they have still not arrived, so I thought it as well to advise you, as Mr.Hockridge is anxious to get his copy of the lease.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources Indian Affairs Branch FEB 5 1940 REGISTERED

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
January 31st 1940.

Sir:

re: Squamish I.R.No.26(Chekwelp)

I beg to report in connection with the above Reserve, which is partly leased in small lots with a frontage of 66' varying in depth from 100' to less than 30', that taxes are being charged by the Provincial Government, and in 1939 in addition to land taxes, a charge of $6.40 was made against each lot for school tax. This year the school tax alone has been raised to $10.30 per lot so that the land tax, special land tax, school and improvement taxes are in excess of the rental paid to us by the lessees.

This is causing considerable dissatisfaction among the lessees who have only summer cottages, which are used for a month or two each summer, and is the cause of so many people giving up their places on the Reserve. They pay school taxes in town and object to paying another school tax in the country on Indian Reserve land which receives nothing whatever from the Provincial Government in return.

I presume the Department will not give any advice in this matter, but it is certainly an imposition for the Province to try to collect more in taxes than the owners collect in rental.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

Fred J. C. Ball

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15157-42

EX'D.
A.

February 7, 1940.

Dear Sir:

I wish to acknowledge receipt of your letter of January 31st, in which you refer to the matter of provincial taxes levied on the occupants under lease of certain lands in Squamish Indian Reserve No. 26 (Chekwelp).

This matter of local taxation is one in which, of course, this Branch cannot interfere, as the tax or taxes are not levied on the lands but on what is considered to be the tenants' or lessees' interests in these lands. In view, however, of the nominal rental received by the Department from these lessees for the benefit of the Indians, the present taxes would appear to be quite out of proportion, but, as I have intimated, we have no control over such a situation. Some joint action on the part of the lessees might have some effect if representations were made to the provincial authorities, but in so far as this Branch is concerned, it is not a matter in which we can interfere.

Yours very truly,

T. R. L. MacInnes,
for Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-4

[redacted]E OF THE
[redacted]DIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

Reference

Department of Mines & Resources
Indian Affairs Branch
APR 12 1940
REGISTERED

416 Federal Building,
Vancouver, B. C.
April 8th 1940.

Sir:

I beg to advise that I have received an application from Mr.C.T.Lawrence, of Vancouver, B. C., for a lease covering Lot 42, Squamish I.R.No.26 (Chekwelp) for six years from May 18th 1939, at an annual rental of $15.00. The first year's rental has been paid, and will be forwarded with the next return.

Lease 488. Fol. 190, Vol. 5

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

April 17, 1940.

E.D.

Dear Sir:

Referring to your letter of April 8th, I send you herewith a draft lease in triplicate issued in favour of Mr. C. T. Lawrence of Vancouver and covering Lot No. 42 of subdivision of the Chekwelp Indian Reserve No. 26, for a period of six years from May 18, 1939.

After obtaining the signature of the lessee to these documents, please return them to this Branch for final execution.

Yours very truly,

TRLM

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167 - 2

Credit Advice

MEMO.

Apr. 23rd 1940.

The following remittance has been received from

Indian Agent F. J. Ball at Vancouver

and recorded in the Official Cash Book Folio

Amount $ 15.00

Agency Receipt No. 4370 dated Apr. 8/40.

Payer C. T. Lawrence on account of Lot 42.

Lease Susp. 614.

For Treasury Branch.

M. Stevens

RECEIVED Indian Affairs Division APR 24 1940 INDIAN AFFAIRS BRANCH

Department of Mines & Resources Indian Affairs Branch APR 26 1940 REGISTERED

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Reserves

416 Federal Building,
Vancouver, B. C.
April 30th 1940.

Sir:

re: File No.13167-42

I beg to return herewith, in triplicate, lease covering Lot 42, Squamish I.R.No.26, which has been duly completed by the lessee, Mr.C.T.Lawrence, and which is returned for the Department's signature.

Lease 488, Fol. 190. Vol. 6.

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

Frank J. C. Ball

(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Department of Mines & Resources
Indian Affairs Branch
MAY 6 1940
REGISTERED

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver
Act. 155.

15167-42

May 10, 1940.

EX'D.
5.

Dear Sir:

Referring to your letter of April 30th, I send you herewith for the usual disposition the duplicate and triplicate copies of Lease No. 488, issued in favour of Mr. C. T. Lawrence of Vancouver and covering Lot No. 42 of subdivision of the Chekwelp Indian Reserve No. 26.

Yours very truly,

Lease Journal.
13. 5. 40.

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

— PLEASE KEEP THIS BILL FOR

Bought of

R Stoller
Grantham's Ldg

Date, May 4th 1940

M Indian Agent

Address Indian Reserve

	Account Forwarded		
Looking After Water		6	0 0
R Stoller			
8			

WESTERN SALES BOOK CO. LTD., FACTORIES: WINNIPEG & VANCOUVER

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

— PLEASE KEEP THIS BILL FOR [illegible]

Bought of

R Stoller
Grantham's Ldg

Date, May 4th 1940

M Indian Agent

Address Indian Reserve

	Account Forwarded	
Looking After Water	60	00
R Stoller		
8		

WESTERN SALES BOOK CO. LTD., FACTORIES: WINNIPEG & VANCOUVER

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

THIS SPACE FOR TREASURY ONLY

CHEQUE NO. .....

DATE .....

VOTE		AGENCY	
ALLOT.	E. R.	AMOUNT	
TOTAL			

EXAMINED AND FOUND CORRECT

DATE .....

EX'D.
A.

PAY TO R. Stiller

ADDRESS Grantham's Landing, B. C.

Account No.54
Squamish Band
Funds at Credit.

DATE		SERVICE	AMOUNT	
1940		Authority: P.13167-42.		
April		To Care of water system at Squamish I.R.No.26		
		(Chekwelp), as per account attached.....	$60.	00
		This covers year ending March 31,1940.		
		TRUST FUND ACC. No. 54 AGENCY Goods Received or Services Performed. Prices Fair and Just. Approved for Payment. GEORGE PATRICK		
		TOTAL	$60.	00

I HEREBY CERTIFY that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just, also that the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Fredk G. Bull
Agent

FORM No. I.A. 506
R. 9531

VOUCHER No. 20

DATE May 10th 1940

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Received

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
June 17th 1940.

Sir:

I beg to advise that I have received an application for a lease covering Lot 35, Squamish I.R. No.26(Chekwelp) for 5 years from May 18th 1940, at an annual rental of $15.00, in the name of Mr. Francis Thompson, of 2954 W. 14th Ave., Vancouver, B. C. The first year's rental has been paid, and will be forwarded with the next revenue return.

I have the honour to be,
Sir,
Your obedient servant,

DH

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Department of Mines & Resources
Indian Affairs Branch
JUN 21 1940
REGISTERED

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Credit Advice

MEMO. Supt. Treasury Trust

June 24 1940

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver

and recorded in the Official Cash Book Folio

Amount $ 15.00

Agency Receipt No. 43148 dated June 17/40

Payer F. Thompson on account of Lot. 38 to May 15/41.

Lease Susp. 647.

Department of Mines & Resources
Indian Affairs Branch
JUN 26 1940
REGISTERED

Mr. Billings

For Treasury Branch.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

TRANSFER OF LEASE

THIS INDENTURE made this 18th day of May, 1940, in the year of Our Lord One thousand nine hundred and forty:

BETWEEN

WILLIAM METTAM, of 2854 Eton St., Vancouver, B.C.

OF THE FIRST PART

AND

C. P. BALLENTINE, of 6162 Sperling Ave., Vancouver, B. C.

OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot 13 in the summer camp subdivision of Squamish I.R.No.26(Chekwelp) in the District of New Westminster, Province of British Columbia, said lot being held by him under Lease No.250 dated Apr.23rd 1931, File No.13167-42, granted to him by His Majesty King George the Fifth, as represented by the Superintendent General of Indian Affairs, therein described as the lessor:

AND the said lessee is desirous to transfer the said Lease No.250 to C. P. BALLANTINE, of 6162 Sperling Ave., Vancouver, B.C., Herein described as the party of the second part, and the said C.P.BALLANTINE has agreed to accept the transfer of said Lease No.250 and to accept and to carry out all the terms and conditions set out in the said lease.

IN WITNESS WHEREOF the said parties hereto have set their names the day and year first above mentioned.

WITNESSES:

Chas. C. Smith
Broker

Geo. Groth

William M. Mettam
Of the first part

Cecil Palmer Ballentine
C P Ballentine
Of the second part

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Ken Meawalch
Signature

Dec 11 1972

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch
JUN 28 1940
REGISTERED

PLEASE QUOTE
FILE

Reserves

416 Federal Building,
Vancouver, B. C.
June 24th 1940.

Sir:

re: File No.13167-42.

I beg to enclose herewith duplicate and triplicate copies of Lease No.250, together with transfer of this lease from William Mettam to C. P. Ballentine.

The rental from May 18th 1940 to May 18th 1941 has been paid, together with the $3.00 transfer fee, and both were forwarded to you on the 19th, with the revenue return.

I would respectfully recommend that this transfer be approved.

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Credit Advice

MEMO.

June 24th, 1940.

The following remittance has been received from

Indian Agent F. J. C. Ball Vancouver Agency

and recorded in the Official Cash Book Folio 85

Amount $ 3.00

Agency Receipt No. Part 43129 dated June 3rd, 1940,

Payer William Mettam on account of transfer fee - Squamish, Acct. 54.

Department of Mines & Resources
Indian Affairs Branch
JUL 3 1940
REGISTERED

For Treasury Branch.

C. T. 231
5M—23-1-40

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch
JUL 9 1940
REGISTERED

PLEASE QUOTE FILE

Resolves

416 Federal Building,
Vancouver, B. C.
July 5th 1940.

Sir:

re: File No.13167-42A

With regard to lease to Mrs.E. Hoad, of Lot 27, Squamish I.R.No.26 (Chekwelp), at an annual rental of $10.00, during last winter when we had much rain and high water, it was necessary to drain the Reserve through this lot, as it is at the lowest point, consequently, the lot is of little use as there is only a small piece of land about 15'x 20' available for building. The high tides have eaten into the lot until it is only 30 feet deep.

Mrs. Hoad says she is willing to pay $5.00 a year for what remains of the lot and use it for a boat-house, although they had hoped to build a summer cottage there when they leased the lot.

I respectfully recommend that the rent be reduced to $5.00 rather than cancel the lease altogether, because the lessee will have to build some protection in front of the lot if he uses it for a boat house. Will you please authorize this reduction in rental as from May 18th last?

I have the honour to be,
Sir,
Your obedient servant,

B/DH.

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

July 12, 1940.

Dear Sir:

Referring to your letter of June 17th, I send you herewith a draft lease in triplicate issued in favour of Mr. Francis Thompson of Vancouver, and covering Lot No. 35 of subdivision of the Chekwelp Indian Reserve No. 26, for a period of five years from May 18, 1940.

After obtaining the signature of the lessee to these documents, please return them to this Branch for final execution.

Yours very truly,

T.R.L.M.

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

12167-42

EXD.
4.

July 17, 1940

Dear Sir,-

I wish to acknowledge receipt of your letter of July 5th, in which you reported concerning a lease held by Mrs. E. Hoad, of Lot 27, Squamish Indian Reserve No. 26 (Chekwelp), and recommending a reduction of the annual rental from $10.00 to $5.00.

Our records indicate that under date of June 30, 1939, you submitted Mrs. Hoad's application to lease this lot, and at that time you reported and recommended as follows:-

> "In view of the fact that this lot is very much smaller than the others, being only 25 feet deep and having most of it taken up with a drainage culvert, $10.00 per annum would be sufficient rental."

It would seem, therefore, that Mrs. Hoad at the time she leased this property was aware of the local situation, and it has not materially changed in the meantime. A reduction in the rental could not be made except by Order of the Governor in Council, and this Branch is not disposed at the present time to take such action.

Yours very truly,

T.R.L.M

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Reserves

416 Federal Building,
Vancouver, B C.
July 25th 1940.

Sir:

re: File No.13167-42A

I beg to return herewith lease in triplicate covering Lot 35, Squamish I.R.No.26, in the name of Francis Thompson, for completion by the Department.

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

Fred J.C. Ball

(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Department of Mines & Resources
Indian Affairs Branch
JUL 29 1940
REGISTERED

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

157

Vancouver
Oct. 157

15167-42

August 1, 1940.

Dear Sir:

Referring to your letter of July 25th, I send you herewith for the usual disposition the duplicate and triplicate copies of lease issued in favour of Francis Thompson of Vancouver, and covering Lot No. 35 of subdivision of the Chekwelp Indian Reserve No. 26.

Lease #90, Vol. 191, Vol. 5.

You will be later advised of the number under which this lease should be recorded.

Yours very truly,

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Lease Journal. 6.9.40 D.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

August 27, 1940.

Dear Sir:

I wish to refer to your letter of June 24th last and in reply to return to you herewith the duplicate and triplicate copies of Lease No. 250, with a notation thereon of approval of the transfer of this lease from Mr. William Mettam to Mr. G. P. Ballentine of Vancouver. The necessary transfer fee of $3.00 has been received and our records adjusted accordingly.

Yours very truly,

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Noted. 6.9.40

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-42

August 27, 1940.

HXD.

Dear Sir:

Referring to your letter of July 25th last, I now wish to advise you that the lease issued in favour of Francis Thompson of Vancouver, covering Lot No. 55 of subdivision of the Chekwelp Indian Reserve No. 26, has been recorded under No. 490.

Yours very truly,

T. R. L. MacInnes,
Secretary.

Noted. 6.9.40

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

— PLEASE KEEP THIS BILL FOR REFERENCE —

Bought of

R Stiller
Grantham's-Landing

Date. March 31st 1941

M Indian Agent

Address Indian Reserves

	Account Forwarded		
Looking After Water	$	60	00
R Stiller			
20			

WESTERN SALES BOOK CO. LTD., FACTORIES: WINNIPEG & VANCOUVER

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PAY TO R. Stiller,

ADDRESS Grantham's Landing, B. C.

Account No. 54
Squamish Band
Funds at Credit

THIS SPACE FOR TREASURY ONLY

CHEQUE NO. .....

DATE .....

VOTE		AGENCY	
ALLOT.	E. R.	AMOUNT	
TOTAL			

EXAMINED AND FOUND CORRECT

DATE .....

DATE		SERVICE	AMOUNT	
1941		Authority: P. 15367-42		
March		To Care of water system at Squamish I.R.No.26		
		(Chekwelp) for year ending March 31st 1941.....$	60.	00
		TRUST FUND ACC. No. 54 AGENCY Goods Received or Services rendered, Prices Fair and Just, Approved for Payment M. McGINNON		
		TOTAL	$ 60.	00

I HEREBY CERTIFY that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just, also that the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Leslie G. Ball
Agent

FORM No. I.A. 506
R. 143

VOUCHER No. 812

DATE March 10th 1942

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

The o... Document has been removed from the Indian Land Registry
Signature
Dec 11 19 72

THIS AGREEMENT made this 10th day of June

in the year 1941 A.D.

BETWEEN CHRISTOPHER THOMAS LAWRENCE, of the City of Vancouver, in the Province of British Columbia

of the first part

AND MRS. JOSEPHINE EVELINE NELSON, wife of James Nelson, of Gibson's Landing, in the Province of British Columbia

of the second part

WITNESSETH that whereas the party of the first part is the lessee of Lot 42, (Forty-two) Chekwelp Indian Reserve No. 26 in the district of New Westminster Province of British Columbia, said lot being held under Lease No. 488 dated April 15 19,40 File No.13167-42, granted by His Majesty King George V, as represented by the Superintendent General of Indian Affairs thereinafter described as the lessor;

AND WHEREAS the said lessee is desirous to transfer the said Lease No. 488 to Josephine Eveline Nelson hereinafter described as the party of the second part, and the said Josephine Eveline Nelson has agreed to accept the transfer of said Lease No. 488 and to accept and to carry out all the terms and conditions set out in the said lease,

IN WITNESS WHEREOF the said parties hereto have set their hands the day and year first above mentioned.

Witnesses:	
Guy E. Cuttrem	Christopher Thomas Lawrence
	Of the 1st part
	Of the 2nd part
R. J. Hopper	Josephine Eveline Nelson

APPROVED this day of 19

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-42

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

416 Federal Building,
Vancouver, B. C.
June 6th 1941.

Sir:

I beg to enclose herewith in duplicate agreement for transfer of lease covering Lot 1, Squamish I.R.No.26a, from the name of F.C.Grantham to that of Herbert H. Grantham. The transfer fee of $3.00 has been paid.

There does not appear to have been any lease issued in this case, permission for the use of this lot having been given in your letter of May 27th 1936, File No.13167-42.

I respectfully recommend approval of this transfer.

I have the honour to be,

Sir,

Your obedient servant,

B/DH.

(F.J.C.Ball)

Indian Agent.

The Secretary,

Indian Affairs Branch,

OTTAWA.

Department of Mines & Resources
Indian Affairs Branch
JUN 11 1941
REGISTERED

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

Vancouver
Acct. 113.
Assignment Noted.
22.7.41

TRANSFER OF LEASE

THIS INDENTURE made this 18th day of May, 1941, between

F. C. GRANTHAM, of 535 W. 14th Ave., Vancouver, B. C.
OF THE FIRST PART

and

HERBERT HARRIS GRANTHAM, of 3893 W. 38th Avenue, Vancouver, B. C.
OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot 1~~8~~, in the summer camp subdivision of Squamish I.R. No.26a(Chekwelp), in the District of New Westminster, Province of British Columbia, said lot being held by him under permit under file No.13167-42, granted to him by His Majesty King George the Fifth, as represented by the Superintendent General of Indian Affairs, ~~therein~~ described as the lessor:

AND the said lessee is desirous to transfer the said lease or permit to HERBERT HARRIS GRANTHAM, herein described as the party of the second part, and the said Herbert H. Grantham has agreed to accept transfer of said permit and to accept and to carry out all the terms and conditions set out in the said permit.

IN WITNESS WHEREOF the said parties hereto have set their names the day and year first above mentioned.

Witnesses:
R. M. Kelly
2131 East 30th Ave
For both parties

F. C. Grantham
Of the 1st part

Herbert H. Grantham
Of the second part

The original of this Document has been removed for re-entry in the Records of the Indian Land Registry.
Ken Macdonald
Signature
Dec 11 1972

This assignment of permit approved.

Ottawa, Director of Indian Affairs.
July 5, 1941.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

Department of Mines & Resources
Indian Affairs Branch
JUN 30 1941
REGISTERED

416 Federal Building,
Vancouver, B. C.
June 24th 1941.

Sir:

I beg to enclose herewith application for transfer of Lease No.488, covering Lot 42, Squamish I.R.No.26 (Chekwelp) from the name of C.T.Lawrence to that of Mrs. Josephine Nelson, of Gibson's Landing, B.C, together with duplicate and triplicate copies of the lease.

I would respectfully recommend that this transfer be approved. The $3.00 transfer fee has been paid and will be forwarded to you in due course.

Your obedient servant,

Fred J. C. Ball

DM

(F.J.C.Ball)
Indian Agent.

The Secretary,
Indian Affairs Branch,
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

13167-42

July 9, 1941.

Dear Sir:

Referring to your letter of June 6th last, I return to you herewith one copy of transfer of permit of occupation covering Lot 1, Squamish Indian Reserve No. 26a, from F. C. Grantham to Herbert Harris Grantham, both of the City of Vancouver. The original copy has been retained for purposes of record.

Yours very truly,

T. R. L. MacInnes,
Secretary.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encl.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

File No. 13167-42

Credit Advice

ME[illegible]

July 12th, 194 1.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 101

Amount $ 3.00

Agency Receipt No. 13216 dated June 21st, 1941,

Payer C. T. Lawrence on account of transfer fee - lease 488,

Squamish - Acct. 54.

Department of Mines & Resources
Indian Affairs Branch
JUL 17 1941
REGISTERED

For Treasury Branch.

C. T. 231
5M—23-1-40

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

File No. 13167-42

Credit Advice

MEMO:

June 23rd, 1941.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 87

Amount $ 3.00

Agency Receipt No. Part 13202 dated June 5th, 1941,

Payer H. H. Grantham on account of transfer fee -

Squamish - Acct. 54.

Department of Mines & Resources
Indian Affairs Branch
JUL 3 1941
REGISTERED

For Treasury Branch.

C. T. 231
SM—23-1-40

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

Vancouver
Act. 155.

15167-42

July 9, 1941.

Assignment Noted.
22. 7. 41
D.

Dear Sir:

Referring to your letter of June 24th last, I return to you herewith the duplicate and triplicate copies of Lease No. 488½ on which you will note approval of transfer to Mrs. Josephine Nelson of Gibson's Landing, B. C.

Yours very truly,

T. R. L. MacInnes,
Secretary.

Fred. J. G. Ball, Esq.,
Indian Agent,
416 Federal Building,
Vancouver, B. C.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

— PLEASE KEEP THIS BILL FOR REFERENCE —

Bought of

R S Tiller
Gnadham's Landing

Date, May 31st 19 42

M Mr Ball, Indian Agent

Address Vancouver B.C.

	Account Forwarded		
Taking Care of Water	$	60	00
R S Tiller			

42

WESTERN SALES BOOK CO. LTD. FACTORIES: WINNIPEG & VANCOUVER

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

THIS SPACE FOR TREASURY ONLY

CHEQUE NO. .....

DATE .....

VOTE		AGENCY	
ALLOT.	E. R.	AMOUNT	
TOTAL			

EXAMINED AND FOUND CORRECT

DATE .....

PAY TO R. Stiller,

ADDRESS Grantham's Landing, B.C.

Account No.54
Squamish Band
Funds at Credit

DATE		SERVICE	AMOUNT	
1942		Authority: File No.13167-42		
March	31	To Care of water system at Squamish Indian Reserve No.26 (Chekwelp) during the year ended March 31st 1942, as per account.....	$ 60.	00
		TOTAL	$ 60.	00

ACC. No. 54

AGENCY

Goods Received or Services Performed.

Prices Fair and Just.

Approved for Payment.

M. McCRIMMON

I HEREBY CERTIFY that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just, also that the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

FORM No. I.A. 506

Fred J. Fall
Agent

VOUCHER NO. 485

DATE March 10th 1942

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

THIS SPACE FOR TREASURY ONLY

CHEQUE NO. .....

DATE .....

VOTE		AGENCY	
ALLOT.	E. R.	AMOUNT	
TOTAL			

EXAMINED AND FOUND CORRECT

DATE .....

PAY TO R. Stiller,

ADDRESS Grantham's Landing, B.C.

Account No.54
Squamish Band
Funds at Credit

DATE		SERVICE	AMOUNT	
1942		Authority: File No.12167-42		
March	31	To Care of water system at Squamish Indian Reserve No.26 (Chekwelp) during the year ended March 31st 1942, as per account.....	$ 60.	00
		TRUST FUND ACC. No. 54 AGENCY Goods Received or Services Performed Pay Pay Account Approved for Payment M. McCRIMMON		
		TOTAL	$ 60.	00

I HEREBY CERTIFY that this Voucher is correct, that the material has been supplied, the work performed and that the charges are fair and just, also that the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

FORM No. I.A. 506

Agent

VOUCHER No. 488

DATE March 10th 1942

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

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File No. 13167-42

Credit Advice

June 23 1942

MEMO. Supt. Finance & Trust
Mr. Caswell

The following remittance has been received from

Indian Agent J. J. G. Bell at Vancouver

and recorded in the Official Cash Book. Folio

Amount $ 25.00 EX'D A

Agency Receipt No. 29213 dated June 13/42

Payer A. McKie for Mrs. Ba M. Bone on account of Rent - Lot 3, I.R. #26

Lease Dusfene c/o

Department of Mines & Resources
Indian Affairs Branch
JUN 25 1942
REGISTERED

This amount has been duly placed in Suspense. It has been credited to Mrs Bone's acct

Chief Treasury Officer.

Mr. Biggs

C. T. 231
5M—27-1-41

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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13167-42

Ottawa, September 14, 1942.

Dear Sir:

On reviewing the lease accounts in your agency as at September 1, 1942, it is noted that the following lessees are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since
43	13167-51	208	Mrs. Gloarice MacAuley	40.00	1/8/42
~~53~~	~~13167-42~~	~~264~~	~~Lawrence H. Reid~~	~~15.00~~	~~18/3/42~~
61	13167-50	288	Cascade Holdings Ltd.	525.00	1/10/41 - $ 75.00
					1/1/42 - 150.00
					1/4/42 - 150.00
					1/7/42 - 150.00
115	13167-13	404	Lum Chong	100.00	1/4/42
~~136~~	~~13167-42~~	~~468~~	~~W.E. Baxter & L.H. Reid~~	~~9.50~~	~~18/3/42~~
166	13167-84	Permit	Columbia Coast Mission Inc.	1.00	7/11/41

It would be appreciated if you would forward individual reports in connection with each of these lessees at your earliest convenience.

Yours truly,

L. W. McCutcheon,
Chief Treasury Officer.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Bldg.,
Vancouver, B.C.

MB/RM

B.F. 1-12-42

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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OFFICE OF THE
INDIAN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

416 Federal Building,
Vancouver, B. C.
December 3rd 1940.

Dear Sir:

Replying to your letter of the 29th ultimo there is nothing in your lease to say we would supply water free at any time, and at a rental of $15.00 a year water cannot be supplied all the year. These lots are rented as summer campsites only, you did not mention to me that you were contemplating building a permanent home, or I should have advised you that water was not available except during the summer months.

It would cost more than the rent you pay to keep our hydraulic ram in operation throughout the winter, and repairs and upkeep are heavy enough as it is.

The annual rent you pay would not pay for water alone, in the City. I regret that the water system cannot be operated for you during the winter months.

Yours very truly,

B/DH.

(F.J.C.Ball)
Indian Agent.

R.J.Hopper Esq.
Grantham's Landing, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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OFFICE OF THE
INDIAN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
December 4th 1942.

Dear Sir:

Replying to your letter of the 2nd instant the water system for the summer campsites on Chekwelp Reserve does not operate during the winter season on account of the danger of freeze-up.

The hydraulic ram will not be put in operation again until all danger of freezing is over for this season.

These lots on Chekwelp Reserve have never been leased for permanent occupation but only for summer camps and our arrangements regarding water are on that basis.

Mr.Stiller's work is being taken over by another party during his absence in the armed forces.

Yours very truly,

B/DH.

Fred J.C. Ball

(F.J.C.Ball)
Indian Agent.

R.J.Hopper Esq.
Grantham's Landing, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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13167-42

Grantham's Landing
B.C.
Dec 10th 1942

To the Indian Dept-
Ottawa
Ont

Department of Mines & Resources
Indian Affairs
DEC 17 1942
REGISTERED

Dear Sirs

Re Indian Reserve No 26. Dist of New Westmr

As an Air Raid Warden. I wrote Mr Ball agent at Vancouver asking what arrangements by any were being made for Water supply in this District - & I enclose his reply. The Local Committee I understand is taking the matter up with authorities higher up.

The other letter enclosed. has to do with our domestic supply & more particularly to our Summer Camp sites controversy. No reference was made to such an arrangement when I made application. Mr Ball stated that the yearly rent would be $15.00 which included Water Supply free.

It seems absurd that we have to pay a land & School Tax. amounting to $13.35 & are not privileged to reside on the land. and I am therefore submitting this matter to you for a ruling

I doubt if Mr Ball is aware that the Dominion Govt. insisted on these taxes being paid. have stated that the highest Court in the Land have decided so in their favor.

And now, Re. our Domestic supply of water for the past two years we have had to resort to the Road ditch which may not be strictly sanitary but we have had to take the risk and further-more. That is definitely not the Problem give us a tank that will hold water & Everything will be Jake with little or no Extra cost to the Indians

Extending my Xmas greetings I remain Yours truly R J Hopper B.C.

P.S.
File No 13167-42A
Cheemaelp Indian Reserve No 26

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

File 13167-42

Ottawa, December 18, 1942.

Dear Mr. Hopper:

Your letter December 10th with reference to your lease on the Chekwelp Indian Reserve is acknowledged. Your kind Christmas Greetings are much appreciated and returned to you and yours.

I have noted the contents of Indian Agent Ball's letters to you of December 3rd and 4th, which pretty adequately cover the view this Department is compelled to take. Actually you and your neighbours hold occupational rights under lease over land set apart for the Indians. Your contract with the Department does not, as we see it, entitle you to anything more than occupation of Indian lands. We do not in the said contract undertake to furnish water or any other service, and the small revenue derived from the properties does not warrant any extension of the actual terms of the contract. It would appear to us therefore that any water service that may be required your community will have to furnish for itself and at its own cost from whatever sources of water may be available. As far as we were able we would do what we could to facilitate your obtaining a water supply so long as it did not involve an expenditure of the funds of the Band.

"D.J.A."

You are not correct in assuming that Indian Agent Ball did not understand the tax situation. We find on the file correspondence directed to the Branch by Mr. Ball indicating his complete familiarity with the tax situation. He was advised that this was a Provincial or local matter over which this Department had no jurisdiction.

(over)

R. J. Hopper, Esq.,
Grantham's Landing,
B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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The actual tax situation is that the land itself is not taxed but is exempt from taxation as Crown lands. By Provincial statute, however, the value of the occupational rights in any tax free land may be assessed by the local authorities and it is under this enabling legislation that you and your neighbours are taxed for local purposes. The taxes you pay in relation to the rent you pay appear high but this is probably because of a local appreciation of the value of your property not fully realized by the officers of this administration when the rentable value of the property was fixed at $15.00 a year.

If there is any local adjustment that can be made to help you and does not involve expenditure of the funds of the Band, the writer feels assured that Indian Agent Ball will co-operate with you and other tenants of this property to the fullest possible extent.

With this in mind we are sending a copy of this letter to Mr. Ball.

Yours very truly,

Acting Director

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

13167-42

Mr McGillivray

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

Department of Mines & Resources Indian Affairs Branch JAN 27 1943 REGISTERED

416 Federal Building,
Vancouver, B. C.
January 18th 1943.

Secretary, Indian Affairs Branch, OTTAWA.

re: Lease No. 306 - F.A.Armstrong
" 237 " & E.R.Livingstone

I beg to advise that Mr.F.A.Armstrong wishes to transfer his interest in the above leases to Mr. and Mrs.M. J. Dawe. The leases cover Lot 28, and half Lot 29, on Squamish I. R. No.26.

I am enclosing herewith the necessary transfer forms together with duplicate and triplicate copies of the leases, and would recommend approval of these transfers. The fee of $3.00 for each transfer has been collected and will be forwarded with the next revenue return.

Fred J. B. Ball
Indian Agent.

DH.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

13167-42

RES[redacted]AND TRUSTS

CANADA

DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, January 28, 1943.

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

I am enclosing Branch File 13167-42 and would direct your attention to agreement for transfer of lease entered into between Francis Allan Armstrong and Malcolm James Dawe and Greta Pringle Dawe, of Vancouver, B. C. Please advise if this agreement meets with your approval.

D. J. Allan,
Superintendent, Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Mr McBurney
Please examine & report
convenience

Department of Indian Affairs
FEB 1945
REGISTERED

Ottawa, January 26, 1945.

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

I am enclosing Branch file 13167-42 and would direct your attention to agreement for transfer of lease entered into between Francis Allan Armstrong and Malcolm James Dawe and Greta Pringle Dawe, of Vancouver, B. C. Please advise if this agreement meets with your approval.

D. J. Allan,
Superintendent, Reserves and Trusts.

The Document hereunder only purports to agree to Transfer lease. Proper unconditional assign't will be required before Registration of new lessee can be effected.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

RES[redacted]D TRUSTS

CANADA

DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, February 12, 1943.

Memorandum:

- Mr. McCrimmon -

"NOW THEREFORE this Agreement Witnesseth that in consideration of the premises and the sum of One Dollar ($1.00) paid to me by the parties of the second part, I, the said party of the first part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said parties of the second part, their heirs, executors, administrators, and assigns, all my right, title and interest in the said lease No. 306 and in the lands thereby demised.

IN WITNESS WHEREOF, etc."

Note: Operative Clause was omitted - ~~consideration~~ consideration only of recitals. The departmental solicitor refuses to approve.

D.J.Allen
Superintendent
Reserves and Trusts

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

Ottawa, February 15, 1943.

F. J. C. Bell, Indian Agent, 416 Federal Bldg., Vancouver, B. C.

I am returning herewith the transfer forms you forwarded in connection with the request of Francis Allan Armstrong to transfer his interest in Leases 237 and 306 to Mr. and Mrs. Malcolm James Dawe.

The forms as submitted are not approved by the Legal Branch, who recommend that the following clause be inserted therein:

"NOW THEREFORE this Agreement Witnesseth that in consideration of the premises and the sum of One Dollar ($1.00) paid to me by the parties of the second part, I, the said party of the first part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said parties of the second part, their heirs, executors, administrators, and assigns, all my right, title and interest in the said lease No. 306 and in the lands thereby demised."

for D. M. Allan,
Superintendent, Reserves and Trusts.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

MEM

Credit Advice

February 8th, 1943.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 351

Amount $ 6.00

Agency Receipt No. 44133 dated January 16th, 1943,

Payer F. Armstrong on account of transfer fees Lot 28 and ½ Lot 29 - Squamish #26 - Acct. 54.

Department of Mines & Resources
FEB 19 1943
REGISTERED

For Treasury Branch

C. T. 231
5M—22-9-42

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Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

AGREEMENT FOR TRANSFER OF LEASE

THIS AGREEMENT made this 8th day of January, in the year 1943, A.D.

BETWEEN Francis Allen Armstrong, of 2044 Quilchena Place, in the City of Vancouver, Province of British Columbia, school-teacher

Of the first place

AND Malcolm James Dawe, Mechanical Engineer, and Greta Pringle Dawe, wife of the said Malcolm James Dawe, both of 1922 W. 43rd Ave., in the City of Vancouver, Province of British Columbia, as Joint Tenants,

Of the second part

WITNESSETH that whereas the party of the first part is one of the lessees of Lot 29, Chekwelp Indian Reserve No.26, in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.237 dated 18th September 1930, File No.13,167-42 granted by His Majesty King George V, as represented by the Superintendent General of Indian Affairs therein described as the lessor;

AND WHEREAS the said lessee is desirous to transfer his interest in the said Lease No.237 to Malcolm James Dawe and Greta Pringle Dawe herein described as the part of the second part, and the said Malcolm James Dawe and Greta Pringle Dawe have agreed to accept the transfer of said Lease No.237 and to accept and to carry out all the terms and conditions set out in the said lease;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and the sum of One Dollars ($1.00) paid to me by the parties of the second part, I, the said party of the first part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said parties of the second part, their heirs, executors, administrators and assigns, all my right, title and interest in the said lease No.237 and in the lands thereby demised.

IN WITNESS WHEREOF the said parties hereto have set their hands the day and year first above mentioned.

WITNESSES:

Myrta M. Hunter ..... Francis Allen Armstrong
Of the 1st part

Myrta M. Hunter ..... Malcolm James Dawe

Myrta M. Hunter ..... Greta Pringle Dawe

Of the 2nd part

The original of this Document has been placed in retention in the Records of the Indian Land Registry.
Signature
Date Dec 16 1972

Transmission Agreement to Assignment to

This transfer or assignment is hereby approved subject to the consent of interest of any third party.

Charles Cantell
Deputy Minister

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

AGREEMENT FOR TRANSFER OF LEASE

THIS AGREEMENT made this 8th day of January, in the year 1943 A.D.

BETWEEN Francis Allan Armstrong, of 2044 Quilchena Place, in the City of Vancouver, Province of British Columbia, school-teacher

OF THE FIRST PART

AND Malcolm James Dawe, Mechanical Engineer, and GRETA Pringle Dawe, wife of the said Malcolm James Dawe, both of 1922 W. 43rd Ave., in the City of Vancouver, Province of British Columbia, as Joint Tenants,

OF THE SECOND PART

WITNESSETH that whereas the party of the first part is the lessee of Lot 28, Chekwelp Indian Reserve in the district of New Westminster, Province of British Columbia, said lot being held by him under Lease No.306 dated 18th August 1933, File No. 13,167-42, granted by His Majesty King George V, as represented by the Superintendent General of Indian Affairs therein described as the lessor:

AND WHEREAS the said lessee is desirous to transfer the said Lease No.306 to Malcolm James Dawe and Greta Pringle Dawe herein described as the party of the second part, and the said Malcolm James Daweand Greta Pringle Dawe have agreed to accept the transfer of the said Lease No.306 and to accept and to carry out all the terms and conditions set out in the said lease;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and the sum of One Dollar ($1.00) paid to me by the parties of the second part, I, the said party of the first part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said parties of the second part, their heirs, executors, administrators and assigns, all my right, title and interest in the said lease No.306 and in the lands thereby demised.

IN WITNESS WHEREOF the said parties hereto have set their hands the day and year first above mentioned.

WITNESSES	
Myrta M. Hunter	Francis Allan Armstrong Of the 1st part
Myrta M. Hunter	Malcolm James Dawe
Myrta M. Hunter	Greta Pringle Dawe Of the 2nd part

This transfer or assignment is hereby approved subject to the right or interest of any third party.

Clarke Ansell
Deputy Minister

Vancouver Agy - Rec'd 6 Assignment entered

Document has been removed for reason in the records of the Indian Land Registry.
PR 1001
10/4

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167 42

Mr McLennan

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

Department of Mines & Resources Indian Affairs Branch MAR 3 1943 REGISTERED

416 Federal Building,
Vancouver, B. C.
Feb.26th 1943.

Indian Affairs Branch, Dept.of Mines & Resources, Ottawa:

re: File No.13167-42

As requested in your letter of the 15th instant, the transfer forms covering Leases 237 and 306, have been re-written to include the clause given in your letter. The new forms are attached herewith, and I trust will now be satisfactory to the legal department.

Fred G. Ball
Indian Agent.

B/DH.

Transfers noted
HGR

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

15167-42

Ottawa, March 6, 1943.

20/21

Mr Allan

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

Herewith is Branch File 15167-42. I would appreciate being advised if the transfer of lease on file hereunder, from Francis Allan Armstrong to Malcolm James Dawe and Greta Pringle Dawe, meets with your approval.

for D. C. Allan,
Superintendent, Reserves and Trusts.

APPROVED
LEGAL DIVISION

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

Ottawa, March 16, 1943.

EXD
3 A

F. J. C. Ball, Indian Agent, 416 Federal Building, Vancouver, B. C.

I am returning herewith the duplicate and triplicate copies of Leases Nos. 287 and 306, together with copies of assignments from Francis Allan Armstrong, transferring his interest in the said leases to Malcolm James Dawe and Greta Pringle Dawe. The duplicate copies may now be forwarded to Mr. and Mrs. Dawe and the triplicate copies retained in your office for purposes of record.

D. J. Allan,
Superintendent, Reserves and Trusts.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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1226-W-12th Ave.
Vancouver, B.C.
April 22nd 1943.

Dear Sir.

I wish to make application for lease on lot #5 Chekwelp Indian Reserve #26, from May 18th 1943.

Yours Truly
Grace O. Pavellet.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Mr McCammon

12167-42

Department of Mines and Resources
APR 26 1943
REGISTERED

416 Federal Building,
Vancouver, B. C.
April 22nd 1943.

Indian Affairs Branch, Ottawa:

14/5/43
Surrender expires May 18 1945
MCB

I enclose herewith an application for a lease of Lot 5, Squamish I.R.No.26 (Chekwelp) .

As all the leases on this Reserve date from May 18th each year and expire in 1945, I would recommend that this lease be granted to Mr.George O. Mullett for a period of two years from May 18th 1943, at an annual rental of $15.00.

Indian Agent.

B/DH.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

File No. 13167-42

Credit Advice

MEMO

April 24th, 1943.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 29

Amount $ 6.00

Agency Receipt No.s. 44187 & 44188 dated April 1943,

Payer on account of transfer fees -

Acct. 54 - Squamish $3.00

Acct. 133 - Sechelt 3.00

Department of Mines & Resources
Treasury Branch
MAY 19 1943
REGISTERED

For Treasury Branch.

C. T. 231
5M—22-9-42

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

15167-42

Ottawa, May 26, 1945.

EX'D

F. J. C. Ball, Indian Agent, 416 Federal Building, Vancouver, B. C.

Referring to your letter of April 22nd last, I send you herewith draft lease in triplicate in favour of Mr. George O. Mullett of Vancouver, covering Lot No. 5, Chekwelp Indian Reserve No. 26, for a term of two years from May 18, 1945.

Please submit this draft lease for Mr. Mullett's signature and then return the three copies here for final execution.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
JUL 5 1943
REGISTERED

416 Federal Building,
Vancouver, B. C.
June 28th 1943.

Indian Affairs Branch, Ottawa.

re: File No.13167-42

I am enclosing herewith in triplicate lease covering Lot 5, Squamish I.R.No.26(Chekwelp) which has been completed by Mr.George Mullett, and which is being returned to you for the Department's completion. The first year's rental has been paid and will be forwarded with the next revenue return.

Lease No. 524
Stob. 70, Vol. 6.

Indian Agent.

B/DH.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

Agreement for Transfer of Lease

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Signature
Dec 11 72

THIS AGREEMENT made this 30th day of June in the year of Our Lord nineteen hundred and forty-three

BETWEEN

Mrs. Josephine Nelson, Gibson's Landing, B. C.

Of the first part

And

Mrs. Ruby B. Anderson, 895 E. 59th Ave., Vancouver, B. C.

Of the second part

WITNESSETH that whereas the party of the first part is the lessee of Lot 42, Squamish Indian Reserve No. 26 in the district of New Westminster, Province of British Columbia, under Lease No. 488½ dated Apr. 16/40, File No. 13167-42 granted by His Majesty King George V, as represented by the Superintendent General of Indian Affairs therein described as the lessor:

AND WHEREAS the said lessee is desirous to transfer interest in the said lease to Ruby B. Anderson herein described as the party of the second part, and the said party of the second part has agreed to accept the transfer of the said lease and to accept and to carry out all the terms and conditions set out in the said lease:

NOW THEREFORE this agreement witnesseth that in consideration of the premises and the sum of One Dollar ($1.00) paid to me by the party of the second part, I, the said party of the 1st part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said party of the second part, his heirs, executors, administrators and assigns, all my right, title and interest in the said lease and in the lands thereby demised.

IN WITNESS WHEREOF the said parties hereto have set their hands the day and year first above mentioned.

Witnesses:

Doreen Deelas

Doreen Deelas

Mrs J. E. Nelson
Of the 1st part

Ruby B. Anderson
Of the 2nd part

APPROVED

This transfer or assignment is hereby approved subject to the right of interest of any third party.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor Copy

PUBLIC ARCHIVES
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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
July 6th 1943.

Department of Mines & Resources
JUL 13 1943
REGISTERED

Indian Affairs Branch, Ottawa.

re: File No.13167-42

I enclose herewith duplicate and triplicate copies of Lease No.488½ together with transfer form covering transfer from Mrs.Josephine Nelson to Mrs. Ruby B. Anderson. The rental has been paid to May 18th 1944, and the $3.00 transfer fee has also been paid. I would recommend that this transfer be approved.

Doreen Heelas
clerk
for Indian Agent.

DH.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167

Note: Mr. Ball approved of this transfer but the papers were not completed before he left on his holidays. I have therefore signed the letter for him.

Mr McLinnan

D. Keeler

Clerk

Department of Mines & Resources
JUL 13 1943
REGISTERED

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

MEMO.

Credit Advice

July 14 1943

The following remittance has been received from

Indian Agent F J Ball at Vancouver

and recorded in the Official Cash Book.

Folio

Amount $ 15.00

Agency Receipt No. 2110 dated June 29

Payer Mrs Geo Mullett on account of rent Lot 5 I.R. No 26

Leave Surp 1036 Squamish Band

For Treasury Branch.

C. T. 231
5M—22-9-42

Department of Mines & Resources
Indian Affairs
OCT 21 1943
REGISTERED

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-42

Ottawa, July 30, 1943.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

Referring to your letter of June 28th last, I return to you herewith for the usual disposition the duplicate and triplicate copies of Lease No. 524, in favour of Mr. George O. Mullett, covering Lot No. 5, Chekwelp Indian Reserve.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

RESERVES AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, July 30, 1943.

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

Herewith is Branch File 13167-42 and I would draw your attention to an assignment of lease No. 488½ hereunder, from Mrs. Josephine Nelson to Mrs. Ruby B. Anderson.

If the same is in order, may we have your formal approval endorsed thereon?

D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, July 30, 1945.

31/1,1

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

Herewith is Branch File 13167-42 and I would draw your attention to an assignment of lease No. 482½ hereunder, from Mrs. Josephine Nelson to Mrs. Ruby B. Anderson.

If the same is in order, may we have your formal approval endorsed thereon?

APPROVED
LEGAL DIVISION

D. J. Allan,
Superintendent,
Reserves and Trusts.

Assgt. noted
HGR

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

Credit Advice

MEMO.

August 9th, 1943.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book Folio 169

Amount $ 3.00

Agency Receipt No. Part 2121 dated July 5th, 1943,

Payer Mrs. Ruby B. Anderson on account of transfer fee -

Squamish - Acct. 54.

Department of Mines & Resources
Indian Affairs Branch
AUG 18 1943
REGISTERED

For Treasury Branch.

C. T. 231
5M—22-9-42

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-42

Ottawa, September 7, 1945.

EX'D.
A.

F. J. G. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver, B. C.

Referring to your letter of July 6th last, I am returning to you herewith for the usual disposition the duplicate and triplicate copies of Lease No. 488½ which has been transferred, as requested, to Mrs. Ruby B. Anderson of Vancouver, B. C.

for D. C. Kilian,
Superintendent,
Reserves and Trusts.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

AGREEMENT FOR TRANSFER OF LEASE

Original of this Document retention in the Indian Registry.
19

THIS AGREEMENT made this Tenth day of March in the year of Our Lord nineteen hundred and forty-four

BETWEEN

Esther Stead of the City of Vancouver, B.C. Of the first part

AND

John William Gehrke 566 Seymour of the City of Vancouver, B.C. of the second part.

WITNESSETH that whereas the part of the first part is the lessee of Lot 6, Indian Reserve No. 26 in the district of NEW Westminster, Province of British Columbia, under Lease No. 190 dated May, 1928, File No. 13.167-42 granted by His Majesty King George V, as represented by the Superintendent General of Indian Affairs therein described as the lessor:

AND WHEREAS the said lessee is desirous to transfer interest in the said lease to John William Gehrke herein described as the part of the second part, and the said party of the second part has agreed to accept the transfer of the said lease and to accept and to carry out all the terms and conditions set out in the said lease:

NOW THEREFORE this agreement witnesseth that in consideration of the promises and the sum of One Dollar (1.00) paid to me by the part of the second part, I, the said party of the 1st part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said party of the scond part, his heirs, executors, adminstrators and assigns, all my right, title and interest in the said lease and in the lands thereby demised.

IN WITNESS THEREOF the said parties hereto have set their hands the day and year first above mentioned.

Witnesses:

Esther Stead
Of the 1st Part.

J. W. Gehrke
Of the 2nd Part.

This assignment approved.
Ottawa, March 25, 1944.
Deputy Minister of Mines and Resources.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Mr McLennan

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines and Resources
MAR 16 1944
REGISTERED

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B. C.
March 11th 1944.

Indian Affairs Branch, Ottawa.

re: File No. 13,167-42

I am enclosing herewith duplicate and triplicate copies of Lease No. 190 covering Lot 6, Squamish Indian Reserve No.26 (Chekwelp), together with transfer form covering transfer from Mrs.Esther Stead to J. W. Gehrke, of Vancouver. The $3.00 transfer fee has been paid, and will be forwarded with the next revenue return.

I would recommend approval of this transfer.

Fred J. Ball

Indian Agent

B/DH.
Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

RESE[illegible]AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, March 17, 1944.

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

Herewith is Branch File 13167-42 and your attention is directed to transfer of Lease No. 190 from Esther Stead to J. W. Gehrke. Please advise if this document meets with your approval.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Ottawa, March 17, 1944.

McAllan

48/4

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

Herewith is Branch File 13167-42 and your attention is directed to transfer of Lease No. 190 from Esther Stead to E. W. Gehrke. Please advise if this document meets with your approval.

APPROVED

D. J. Allan,
Superintendent,
Reserves and Trusts.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13187-42

(2) Rev Grace
(3) Miss Rutkirk.

Ottawa, April 10, 1944.

EXD.

F. J. C. Ball, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

With reference to your letter of March 11th last, I am returning to you herewith the duplicate and triplicate copies of Lease No. 190 which has been transferred, as requested, from Esther Stead to John William Gehrke.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Encls.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

CREDIT ADVICE

MEMO.

April 10th, 1944.

The following remittance has been received from

Indian Agent F.J.C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 16

Amount $ 3.00

Agency Receipt No. 15503 dated March 10th, 1944,

Payer Mrs. E. Stead on account of transfer fee - Squamish, Acct. 54. (Lot No. 6, I.R. 26).

Department of Indian Affairs
APR 19 1944
REGISTERED

For Treasury Branch.

G. T. 281
Sur—4-12-43

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Signature

Agreement for Transfer of Lease

THIS AGREEMENT made this 17th day of April 1944

in the year of Our Lord nineteen hundred and forty four

BETWEEN

Dustin Wallace Mc Nabb Of the first part

And Albert Le Cam - 2546 - 15th ave. West,

Of the second part

WITNESSETH that whereas the party of the first part is the lessee of Lot 2 , Squamish Indian Reserve No. 26 in the district of New Westminster, Province of British Columbia, under Lease No. 141 dated 15th. Feb. 1928 , File No. 13167 -42 granted by His Majesty King George V , as represented by the Superintendent General of Indian Affairs therein described as the lessor:

AND WHEREAS the said lessee is desirous to transfer interest in the said lease to Albert Le Cam herein described as the party of the second part, and the said party of the second part has agreed to accept the transfer of the said lease and to accept and to carry out all the terms and conditions set out in the said lease:

NOW THEREFORE this agreement witnesseth that in consideration of the premises and the sum of One Dollar ($1.00) paid to me by the party of the second part, I, the said party of the 1st part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said party of the second part his heirs, executors, administrators and assigns, all my right, title and interest in the said lease and in the land thereby demised.

IN WITNESS WHEREOF the said parties hereto have set their hands the day and year first above mentioned.

In the presence of witnesses:

Doran Kelas

D. W. McNabb
Of the 1st part

A. Le Cam
Of the 2nd part

This assignment approved.
Ottawa, Ont. 1944.
Deputy Minister of Mines and Resources

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Mr McLennan

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Indian Affairs
MAY 8 1944
REGISTRY

416 Federal Building,
Vancouver, B. C.
Apr.29th 1944.

Indian Affairs Branch, Ottawa.

re: File No. 13167-42

I am enclosing herewith application for a transfer of Lease No. 141 covering Lot 2, Squamish I.R.No.26, from D.W.McNabb to A. Le Cam, together with the duplicate and triplicate copies of the lease, and would recommend approval of this transfer.

The $3.00 transfer fee has been paid and will be forwarded the the April revenue return.

Fred J. Ball
Indian Agent

B/DH.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

Mr McEwen 13167-42

EXTRACT ORIGINAL ON 7-6-167

REPORT ON VANCOUVER INDIAN AGENCY FOR THE MONTH OF APRIL, 1944.

x x x

On Sunday the 9th I attended a meeting of our lessees on Squamish I.R. No. 26 (Chekwelp) where the water system had broken down. They formed a committee to handle it and are installing new tanks, etc. at their own expense.

xx xx xx

Another Meeting of the Chekwelp lessees was held in this office in the evening of the 19th, and on the 26th I held a meeting with the Homalco Band, whom I have not visited for many months.

x x x

Fred J.C. Ball,
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 12167-42

CREDIT ADVICE

MF[redacted].

May 8th, 1944.

The following remittance has been received from

Indian Agent Fred J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 44

Amount $ 3.00

Agency Receipt No. 15548 dated April 25th, 1944,

Payer D. W. McNabb on account of transfer fee Lot 2,

I.R. #26 - Squamish Acct. 54.

Department of Mines & Resources
Indian Affairs Branch
JUN 19 1944
REGISTERED

For Treasury Branch.

C. T. 281
5M—4-12-43

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

2 Mr Kelsoe
returned as per new
phone conversation.
[illegible]

Ottawa, June 21, 1944.

SS/N

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

Herewith is Branch File 13167-42 and your attention is directed to agreement hereunder, dated April 17, 1944, for transfer of Lease No. 141 to Albert Le Gun. Please advise if this assignment meets with your approval.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

Mr. Cory. -
Note the endorsement on page 3
please, extending term for 12 yrs.
from 15 Feb. 1933.
Is this now O.K. for approval
of assignment?

F.K.

APPROVED

1. Director.

2. Deputy Minister

to sign approval
of assignment
(single copy).

3. Reserves & Trusts.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26
pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-42

(2) Randolphie
(3) Miss Rushfield

Ottawa, July 13, 1944.

F. J. C. Bell, Esq., Indian Agent, 416 Federal Building,
Vancouver, B. C.

As requested in your letter of April 29th last, Lease No. 141 covering Lot 2, Squamish Indian Reserve No. 26, has been transferred from D. W. McNabb to A. Le Gun. The duplicate and triplicate copies are returned for the usual disposition.

Fol. 191,
Vol. 2

for D. J. Allan,
Superintendent,
Reserves and Trusts.

Encls.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

EXTRACT
ORIGINAL ON
75-167

Mr McLaughlin

REPORT ON VANCOUVER INDIAN AGENCY FOR THE MONTH OF JUNE, 1944.

x x x

The Water Committee appointed by the lessees of Chekwelp Reserve is doing a good job and have already repaired and renewed part of our water system without expense to the Squamish Band.

x x x

Fred J.C. Ball,
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Mr McCimmon

416 Federal Building,
Vancouver, B. C.
Oct.10th 1944.

Indian Affairs Branch, Ottawa.

re: File No. 13167-42A

I am enclosing herewith application for transfer of Lease No.479, covering Lot 41, Squamish I.R.No.26(Chekwàlp), from R.J.Hopper to Mrs.Dorothy Aileen Munro, both of Vancouver. I also enclose the duplicate and triplicate copies of this lease. The $3.00 transfer fee has been paid and will be forwarded with the next revenue return,and I would request approval of this transfer.

Fred G. Ball

Indian Agent

B/DH.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

OFFICE OF THE
INDIAN AGENT

Finchor

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines and Resources
OCT 16 1944
RECEIVED

416 Federal Building,
Vancouver, B. C.
Oct.10th 1944.

Harold W. McGill, Esq., M.D.,
Director of Indian Affairs, Ottawa.

re: File No.13167-42A

With reference to the enclosed transfer of lease, you will regret to hear that Mr.Hopper suffered a bad heart attack and had to leave his place (covered by the enclosed lease) and be taken to Vancouver, where his condition is said to be serious. He has transferred the place to his daughter, Mrs.Munro.

You will no doubt remember Mr.Hopper.

Fred J. Ball
Indian Agent

B/DH.

Transfer noted
HWR

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

RESERVES AND TRUSTS

CANADA

DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, November 3, 1944.

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

I am enclosing Branch File No. 13167-42 and wish to direct your attention to assignment hereunder, of Lease No. 479, from R. J. Hopper to Dorothy Aileen Munro. If this assignment meets with your approval, please endorse it in the usual way.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

12167-42

Ottawa, November 5, 1944.

68/8

Mr Allan

MEMORANDUM:

Mr. F. M. Gray,
Departmental Solicitor.

I am enclosing Branch File No. 12167-42 and wish to direct your attention to assignment hereunder, of Lease No. 479, from R. J. Hopper to Dorothy Aileen Munro. If this assignment meets with your approval, please endorse it in the usual way.

APPROVED
LEGAL DIVISION

D. J. Allan,
Superintendent,
Reserves and Trusts.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

CREDIT ADVICE

MEMO. File

October 17th, 1944.

The following remittance has been received from

Indian Agent Fred J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 187

Amount $ 3.00

Agency Receipt No. 26049 dated October 4th, 1944,

Payer R. J. Hopper on account of transfer fee Lot 41,

I. R. 26 - Squamish - Acct. 54.

Department of Mines & Resources Indian Affairs Branch NOV 4 1944 REGISTERED

For Treasury Branch.

C. T. 281
5M—4-12-43

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

Agreement for Transfer of Lease

THIS AGREEMENT made this 2nd day of October in the year of Our Lord nineteen hundred and forty-four

B E T W E E N

ROBERT JAMES HOPPER, of the City of Vancouver, in the Province of British Columbia, Retired,

Of the first part

A n d

DOROTHY AILEEN MUNRO, of the City of Vancouver, in the Province of British Columbia, Housewife, daughter of the Party of the First Part

Of the second part

WITNESSETH that whereas the party of the first part is the lessee of Lot 41, Chekwelp Indian Reserve No. 26 in the district of New Westminster, Province of British Columbia, under Lease No. 479 dated Oct. 23, A.D. 1939 File No. 13167-42A granted by His Majesty King George VI, as represented by the Superintendent General of Indian Affairs therein described as the lessor:

AND WHEREAS the said lessee is desirous to transfer interest in the said lease to DOROTHY AILEEN MUNRO herein described as the party of the second part, and the said party of the second part has agreed to accept the transfer of the said lease and to accept and to carry out all the terms and conditions set out in the said lease:

NOW THEREFORE this agreement witnesseth that in consideration of the premises and the sum of One Dollar ($1.00) paid to me by the party of the second part, I, the said party of the 1st part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said party of the second part, his heirs, executors, administrators and assigns, all my right, title and interest in the said lease and in the lands thereby demised.

Approved
O.L.C.

IN WITNESS WHEREOF the said parties hereto have set their hands the day and year first above mentioned.

Witnesses:

as to both signatures

W.H. Adams
2064-33 ave w.
Vancouver
B.C

R J Hopper
Of the 1st part

Dorothy A. Munro
Of the 2nd part

This assignment approved.

Ottawa,
November 1st, 1944.

The original of this Document has been removed for reproduction to the Records of the Indian Land Registry

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

12167-42

(2) Reserve
(3) Miss Rushall

Ottawa, November 25, 1944.

F. J. G. Bell, Esq., Indian Agent, 416 Federal Building, Vancouver, B.C.

With reference to your letter of October 10th last, I am returning to you herewith the duplicate and triplicate copies of Lease No. 479 covering Lot 41, Chehalis Reserve. As requested, this lease has been transferred from Mr. R. J. Hopper to Mrs. Dorothy Aileen Munro.

for
G. J. Allan,
Superintendent,
Reserves and Trusts.

Encls.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

Mr McLaughlin

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
Nov. 21st 1944.

Indian Affairs Branch, Ottawa.

re: File No.13167-42a

On October 10th last I forwarded to you an application for a transfer of Lease No.479 covering Lot 41, Chekwelp Reserve, from R.J.Hopper to Mrs.Dorothy Munro, but to date the lease has not been returned.

Has this matter been overlooked?

Fred G. Bell

Indian Agent

Department of Mines & Resources
Indian Affairs Branch
NOV 27 1944
REGISTERED

letter Nov 27th 23rd.

B/DH.

atc
150

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr McCauley

13167-42

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines & Resources
Indian Affairs Branch
NOV 27 1944
REGISTERED

416 Federal Building,
Vancouver, B. C.
Nov. 21st 1944.

Indian Affairs Branch, Ottawa.

re: File No. 13167-42

I beg to enclose herewith application for transfer of Lease No.136 covering Lot 3, Squamish I.R.No.26 (Chekwelp), from Mrs.Mona A Bone, to Mrs. E. Beverly McKie, both of Vancouver. The $3.00 transfer fee has been paid and will be forwarded with the next revenue return.

The duplicate copy of the lease is enclosed, but Mrs.Bone has mislaid her copy, and as diligent search has failed to produce it, I presume another copy will have to be made.

Fred G. Ball
Indian Agent

B/DH.

Transfer noted
HGR

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

RESERVES AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, December 4, 1944.

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

I am sending you herewith Branch File 13167-42 and would direct your attention to assignment of lease on file hereunder from Mona A. Bone to E. Beverly McKie. Please advise if this assignment meets with your approval.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15167-42

Ottawa, December 4, 1944.

70/1,61

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

I am sending you herewith Branch File 15167-42 and would direct your attention to assignment of lease on file hereunder from Mona A. Bone to E. Beverly McKie. Please advise if this assignment meets with your approval.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

Agreement for Transfer of Lease

THIS AGREEMENT made this 16th day of November in the year of Our Lord nineteen hundred and 44

BETWEEN

Mrs. Mona A. Bone, 2257 Kings Av West Vancouver B.C.

Of the first part

And Mrs. E. Beverly McKie, 4472 Quesnell Drive, Vancouver

Of the second part

WITNESSETH that whereas the party of the first part is the lessee of Lot 3, Squamish Indian Reserve No. 26 in the District of New Westminster, Province of British Columbia, under Lease No. 136 dated May 18 '26, File No 131674 granted by His Majesty King George V, as represented by the Superintendent General of Indian Affairs therein described as the lessor:

AND WHEREAS the said lessee is desirous to transfer interest in the said lease to Mrs. E. B. McKie herein described as the party of the second part, and the said party of the second part has agreed to accept the transfer of the said lease and to accept and to carry out all the terms and conditions set out in the said lease:

NOW THEREFORE this agreement witnesseth that in consideration of the promises and the sum of One Dollar ($1.00) paid to me by the party of the second part, I, the said party of the 1st part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said party of the second part his heirs, executors, administrators and assigns, all my right, title and interest in the said lease and in the lands thereby [illegible]

IN WITNESS WHEREOF the said parties hereto have set their hands the day and year first above mentioned.

Witnesses: Doreen Heela — Mona A. Bone

Doreen Heela

Ottawa, December 9, 1944.

Deputy Minister of Mines and Resources.

Claude Gingell

This Assignment approved.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor copy

PUBLIC ARCHIVES
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CANADA

13187-42

(2) Reserve.
(3) Miss Russell.

Ottawa, December 18, 1944.

F. J. C. Bell, Esq., Indian Agent, 416 Federal Bldg., Vancouver, B. C.

Referring to your letter of November 21st last, I wish to advise that assignment of Lease No. 156 from Mrs. Emma A. Ross to Mrs. E. Beverley Mackie has been approved by the Deputy Minister. A copy of the lease has been made to replace the one mislaid by Mrs. Ross and is enclosed herewith, together with your office copy.

Jas. P. Mac
Superintendent,
Reserves and Trusts.

d/c
10

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 13167-42

CREDIT ADVICE

MEMO.

December 11th, 1944.

The following remittance has been received from

Indian Agent F.J.C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 242

Amount $ 3.00

Agency Receipt No. 35857 dated November 16th, 1944,

Payer Mrs. M. A. Bone on account of transfer fee - Squamish - Acct. 54.

DEC 30 1944

For Treasury Branch.

C. T. 231
5M—4-12-43

13167-42
635 W 13th Ave
Vancouver B.C.
Jan 2/45

Secretary
Dept of Indian Affairs
Ottawa

JAN 8 1945

Dear Sir:-

I wish a 25 year renewal of my lease #308 File 13167-42 on lot 33 Chakwelph Indian Reserve.

Sincerely Yours
W E Baxter

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

Ottawa, January 16, 1945.

Dear Sir:

I have for acknowledgment your letter of January 2nd requesting a 25-year renewal of your lease on Lot 55, Chekwelp Reserve. Please make application to Mr. F. J. C. Ball, the Indian Agent, at 416 Federal Building, Vancouver.

Yours truly,

for D. J. Allan,
Superintendent,
Reserves and Trusts.

W. E. Baxter, Esq.,
635 W. 15th Avenue,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

PLEASE RETURN THIS NOTICE WITH YOUR REMITTANCE.

Tx. 26.

IMPROVED LAND ASSESSMENT, 1945.

IMPROVED LAND.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Owner's name and last-known address:

STEAD E MRS.
1650 ACADIA ROAD
VANCOUVER B C

DOMINION LEASE
PLEASURE RESORT

Folio Number 3816

C. of T.
Acres, more or less

Take notice that you have been assessed as below:—

G L PECK PROV ASSESSOR NEW WESTMINSTER B C

Date of Mailing Notice Dec. 31/44

Description of Property:

LOT 6 SUB DIV OF
CHEKWELP INDIAN
RESERVE NO 26

VANCOUVER
NEW WESTMINSTER

ASSESSMENT DISTRICT
LAND DISTRICT

DO NOT SEPARATE THESE FORMS.
PLEASE RETURN BOTH WITH YOUR REMITTANCE.
ORIGINAL WILL THEN BE RETURNED DULY RECEIPTED.

ASSESSED VALUE (GROSS)			EXEMPTION	Net Taxable Value	Rate, 1%	
Land	Improvements	Total	Pre-emptions			
$	$	$	$	$	$	c.
200	250	450		450	4	50

Tax on Land upon which no School Tax is payable. Rate, 1/5 of 1%

SCHOOL TAXES

SCHOOL DISTRICT	Amount Requisitioned	Real Property	Personal Property	School Rate in Mills			
HOWE SOUND UNITED	$10425	$450		18.89	On Personal Property On Real Property	8	50

Total Current Taxes - - - - - - 13 00

Due Date, April 1st, 1945 Delinquent Date, June 30th, 1945

DELINQUENT TAXES	1941	1942	1943	1944			
LAND - - -				4.50		4	50
LAND, 1/5 of 1%							
SCHOOL - -				7.35		7	35
					Total of all Taxes Due - (EXCLUSIVE OF INTEREST)	24	85

PAYMENTS	1941	1942	1943	1944	Current
LAND - - -					
LAND, 1/5 of 1%					
SCHOOL - -					
INTEREST - -					
TOTAL - - -					
RECEIPT No. -					
DATE PAID -					

MAKE ALL REMITTANCES PAYABLE AT PAR TO
PROVINCIAL COLLECTOR AT ABOVE ADDRESS

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLEASE RETURN THIS NOTICE WITH YOUR REMITTANCE.

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	1941	1942	1943	1944	Current
LAND - - -					
LAND, 1/5 of 1%					
SCHOOL - -					
INTEREST - -					
TOTAL - - -					
RECEIPT No. -					
DATE PAID -					

MAKE ALL REMITTANCES PAYABLE AT PAR TO
PROVINCIAL COLLECTOR AT ABOVE ADDRESS

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

Gehrke's Limited

☆ ENGRAVERS ☆ PRINTERS ☆ CHRISTMAS CARD MANUFACTURERS ☆ STATIONERS ☆

566 SEYMOUR STREET
Vancouver, Canada

February 8, 1945

Indian Agent
416 Federal Building
Vancouver, B.C.

Dear Sir:

I desire herewith to renew my lease, dated September 18, 1928, on the land described as follows:

Lease #190 covering lot #6, Squamish Indian Reserve #26, in the Province of British Columbia.

I am also enclosing a Provincial tax notice on the above property, charged against Land, Improvements, and School.

Would your office kindly inform me if this tax is covered by the lease payment to your department, and, in as much as the reserve is entirely used for summer residence purposes, consequently not calling for school facilities, is such school tax payment obligatory?

Yours very truly,
Gehrke's Limited
J. W. Gehrke.

JWG/EMR
Encl. - Duplicate Copy of Provincial Tax Notice

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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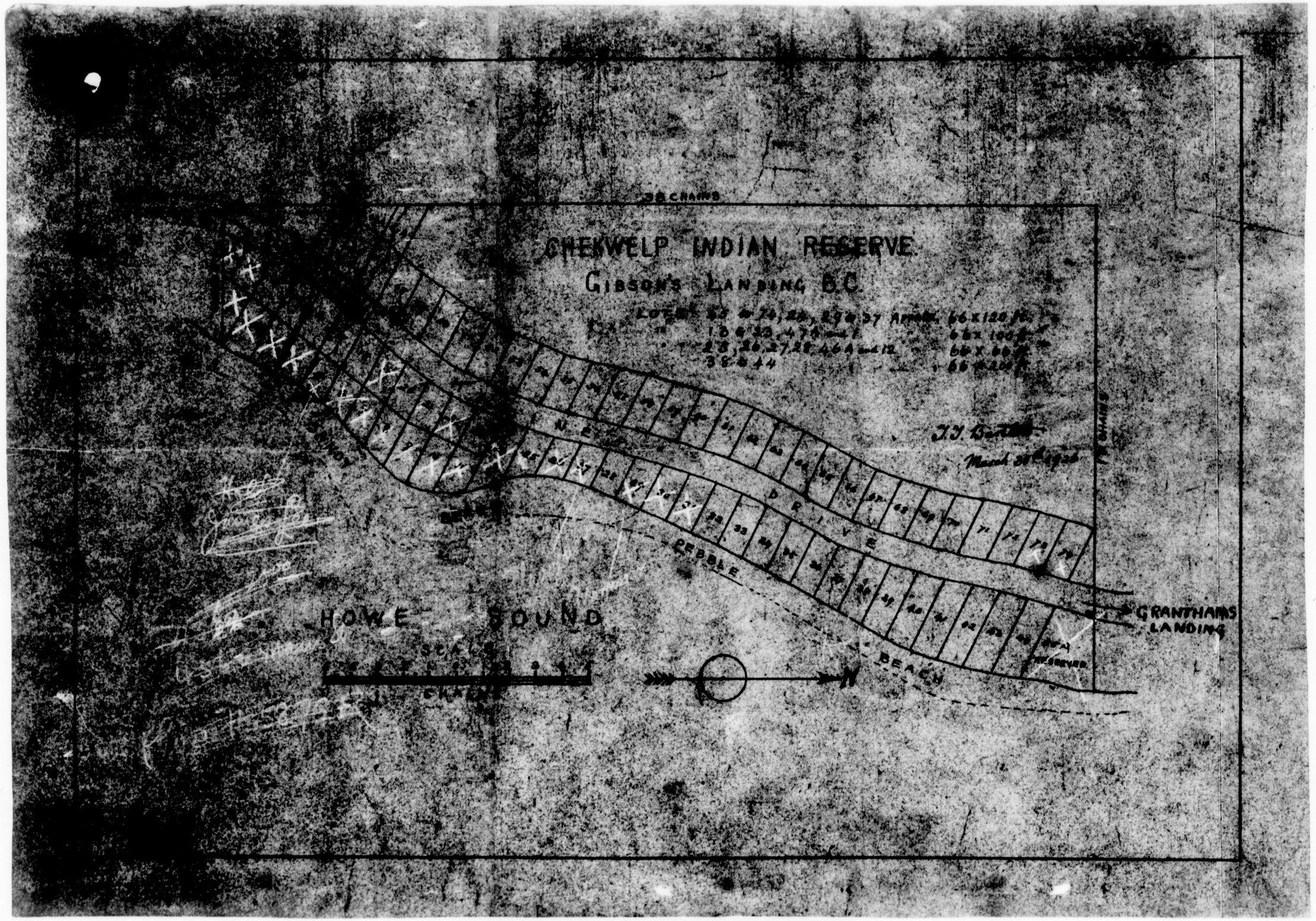
CANADA



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CANADA

ON HIS MAJESTY'S SERVICE

R

DEPARTMENT OF THE INTERIOR

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

This plan has been removed and deposited with the Surveyor General of Canada under number BC 934

W.P.N.

See letter Mar 1, 1938 that plan has been approved

J.D.B. 13/3/41

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

Mr McCammon

OFF[illegible] THE
IN[illegible]AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

416 Federal Building,
Vancouver, B.C.,
February 13, 1945.

FEB 19 1945
REGISTRY

Indian Affairs Branch, Ottawa.

I have received the enclosed letter from J. W. Gehrke, lessee of Lot 6, Chekwelp Indian Reserve (Squamish #26). As I have received many similar inquiries, I am referring this letter to you for advice.

All the lessees object strongly to the school tax, especially as they use these lots only for a few weeks in the summer, and are paying school taxes on their own houses in Vancouver. It will be noticed that taxes now equal the rental we receive from these lots. No services are rendered by the Provincial Government to this Reserve, and the lessees say they would willingly pay taxes if they owned the property.

The present leases on this Reserve expire on the 18th of May this year, and many applications for renewals are being received from the lessees.

Mr. Peck, the assessor, told me a few years ago that it was my duty to collect these taxes, which I refused to do. I have not heard that an Indian Agent was also a tax collector for the Provincial Government.

Will you kindly advise me what is the position with regard to these taxes, especially the school tax.

I presume the leases will be renewed on the same terms as before, as the reserve is producing a revenue for the Band, but before any renewals are granted, I respectfully suggest some changes in the leases. Most of the old leases refer to a plan by T. T. Bartlett. Actually no plan was made when the first leases were issued. There is a primitive kind of blue-print with numbered "lots", but in several cases lots shown on this blue-print do not exist. No boundaries or distances are shown, although I understand the lots were supposed to be 66' x 100' where possible.

A proper survey, dated August 2nd, 1938, was made by J. W. Hermon, and this plan is correct, as Mr. Hermon is a registered surveyor. The survey was made only to settle boundary disputes in several cases, but each lot could be marked properly from Mr.Hermon's

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

plan, and I recommend that before any renewal of these leases be granted, that each lot is definitely marked by posts at each corner. It would not be necessary to have a surveyor do this as the posts can easily be placed from Mr. Hermon's plan.

If you care to send me a blank lease, I may be able to suggest certain changes to correct discrepancies in the old lease forms. There will probably be 35 applications for renewals before May 18th. I enclose one of the T.T. Bartlett "plans" from which the first leases were made, although you probably have one on file.

Fred J.C. Ball

(F.J.C.Ball)
Indian Agent

FB/C
Enc.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Copy sent to
Major D. M. MacKay,
Indian Commissioner for B.C.,
Vancouver, B.C.

Ottawa, Ontario,
February 22, 1945.

F.J.C. Ball, Esq., Indian Agent, 416 Federal Building,
Vancouver, B.C.

Your letter of February 13th with reference to leases coming up for renewal on the 18th day of May, 1945, on the Chekwelp Indian Reserve, Gibson's Landing, is acknowledged. The points raised therein appear largely to be matters for local adjustment and co-operation with the Commissioner's office.

Before specifically replying to the points raised in your letter it would appear to this office that the whole question of the adequacy of the rents should be looked into. The expiring leases are from twelve to eighteen years old and in the interval rental values may have radically changed indicating a complete resurvey of the situation with a view to fixing a proper rent schedule for the subdivision. It might also be that lots of varying size and location call for different rentals and a rent schedule should be made up based on present considerations. Leases which have been examined, and we have not examined them all, do not indicate that there is any renewal privilege contracted for in the existing leases. This whole matter must, therefore, be discussed with the Commissioner's office and your joint recommendations forwarded.

Turning to the specific points raised in your letter - first there is the question of payment of taxes. This office can only assume that the local municipality or school district has the right to levy taxes on the interest of the occupiers of these lots. This authority the taxing body would obtain under some Provincial Statute and it is usually in the Provincial Municipal Act. You will note, however, that the leases provide that in addition to the payment of the rent stipulated, the tenants contract to pay "all taxes and charges, dues and duties whatsoever which now are or hereafter shall during the said term be payable in

.....

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

respect of the aforesaid premises whether the same be rated or assessed on the landlord or tenant thereof". The writer feels that we may assume that the levy is made against the tenant as the lands, being lands in the name of His Majesty in the right of Canada, are not taxable (B.N.A.Act). It is a fair assumption and one which can be locally verified that the levy is against the interest of the occupier.

This office cannot see how there could be any possibility of any responsibility on you as Agent to collect these taxes and the position you took with reference to the collection of taxes would appear to us to be soundly based.

Next as to the plan under which these leases are issued. The original leases were issued under T.T. Bartlett's plan of March 30, 1926, which was the only plan existent at that time. As you point out, however, we have now a more authoritative plan made by Hermon and Hermon dated August 2, 1938, which has been approved by this Department and the Surveyor General for Canada and of record here as No. P. B.C.934. In future this plan is to be used. Contrary to the statement contained in your letter we can find no essential differences in the plans in so far as the size and numbering of the lots are concerned, except that the Hermon plan gives more detail.

With reference to your suggestion that the lots be staked at their four corners, this would necessitate a complete retracement of the survey and would be an expensive operation and in our judgment difficult to justify. The Hermon plan appears to be sufficiently complete for our purpose. For example the line between Lots 44 and 45A is marked with iron posts front and rear and from that point every third lot to the south boundary of Lot 36 is marked with wooden posts. Again iron posts occur between Lots 30 and 31, wooden posts between Lots 27 and 28, 24 and 25. Lot 7 is marked on both sides by accurately placed fences. An iron post marks the boundary between Lots 2 and 3

.....

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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and the southerly boundary of Lots 2 and 14 is marked by a nail in the bulkhead at the east and an iron post at the westerly extremity of the line. If these marks are not sufficient for the purpose, the advice of the Commissioner should be sought. His training as a surveyor would enable him to advise whether or not any further markers are necessary for the purpose of the administration of the subdivision, as well as to the cost of the postings you suggest.

From Hermon's plan there would appear to be certain definite overlaping by buildings on adjoining lots. For example, the tenant on Lot 30 obviously encroaches on Lot 31. The tenant on Lot 31 encroaches on Lot 32 and the tenant on Lot 33 encroaches on Lot 34. These encroachments could and should be cured in issuing new leases by giving the first-named tenant Lot 30 and say the south 4 or 5 feet of Lot 31; the second-mentioned tenant could be given Lot 31 except the portion given to the tenant of Lot 30, plus 4 or 5 feet from the south of Lot 32, and the tenant of Lot 33 could be given a small part of Lot 34. This should be a simple matter to so arrange the leases as to eliminate these obvious encroachments.

Turning to the lease itself you suggest that you have in mind certain changes. The first would of course be in the description of the part of the first part which would now be "His Majesty King George VI as represented by the Minister of Mines and Resources". The second formal change would be in the description of the land, which would be Lot ..... according to a plan of Chekwelp Subdivision made by Hermon and Hermon under date of August 2, 1938, and of record in the Indian Affairs Branch, Department of Mines and Resources at Ottawa as No. P. B.C.934. Next the proposed term of years should engage attention. It is suggested that the term should not be less than ten years nor more than twenty years, and on this point we would appreciate your advice. Branch policy has set its face against leases of too long duration and if any provision for renewal is to be included, it must be subject to the condition that the rent is subject

.....

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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to adjustment as at the beginning of the renewal term in accordance with conditions as they then exist. Another point which engages the writer's attention is the fact that in the existing leases no provision is made for the disposition of a tenant's buildings on expiry of the term. You should consider whether or not the tenant is to have the privilege of removing any buildings or improvements on expiration of the lease or whether the buildings and improvements revert to the Crown. It would be extremely difficult to justify the second suggestion, particularly with reference to building improvements; fences should of course revert as should also any improvements to the land itself, such as plantings, etc., but it is possible that the buildings should be removable by the tenant provided he leaves the ground clean and tidy after such removal.

We would be glad to consider any other suggested changes in the lease form that you may care to recommend.

We have no copies of this old lease form but any of the old leases can be copied in your own office with your suggested amendments incorporated therein. It is suggested that for convenience any new material added to the old form might be typed in red for easy reference.

Acting Director.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

Copy sent to
Major D. M. MacKay,
Indian Commissioner for B.C.,
Vancouver, B.C.

EX'D

Ottawa, Ontario,
February 22, 1945.

F.J.C. Ball, Esq., Indian Agent, 416 Federal Building,
Vancouver, B.C.

The problem raised in your letter of February 13th, an answer to which is enclosed, is one on which your Commissioner is much more competent to advise you than is this office. The matter should have been discussed with him before your letter was written. You will please take this matter up with your Commissioner immediately on receipt of this letter as we are entitled to and require his advice in relation thereto.

Encl.

Acting Director.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
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CANADA

13167-42

OFFICE OF THE INDIAN AGENT

PLEASE QUOTE FILE

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
MAR 12 1945
REGISTERED

116 Federal Building,
Vancouver, B. C.
March 7th 1945.

Indian Affairs Branch, Ottawa.

re: File No. 13167-42

I am in receipt of your letter of the 22nd ultimo under the above file number and in view of the severe castigation you found necessary to inflict upon me, I feel that I should try to defend myself. I do not know in what manner I have failed in my administration of Indian affairs in the Vancouver Agency and consider that I am entitled to notice of specific instances, as I dislike working under the continual suspicion that I am incompetent, which was not the opinion of my former superior officers in the Department.

If you wish all matters in connection with the Vancouver Agency handled through the Commissioner's office, I should be so advised, and it will be done accordingly, and no letters, etc. addressed direct to Ottawa in future. However, it was formerly understood that subjects which concerned Provincial Government business were handled by the Commissioner as liason officer between the various departments of the two Governments, and an Indian Agent knew then exactly what matters were to be taken up through the Indian Commissioner's office. Recently, however, you have passed practically all my correspondence back to the Commissioner causing delay in many instances, and I do not know what to think about it all. As the Commissioner is often absent elsewhere in the Province, and has unfortunately now been absent sick for about a month, there will be unavoidable delays in handling Agency business on occasions.

I regret that almost within a year of the close of my fairly long service with the Department, it has been found necessary to subject me of late to the unpleasant experience of mistrusting the administration of my Agency.

Those officials who were in the service twenty-six years ago may remember that I took over the Okanagan Agency when it was in chaos, when the Agent was actually a milk delivery man in a lakeside village, and whose records were all found in a packing

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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case in a bootmakers' shop. I believe that Agency was in excellent shape when I left it and this meant many years of hard work. Crop increase was raised in two years from 50 tons of grain to 800 tons on one Reserve alone; relief was reduced from many hundreds of dollars to practically nothing in most years. No education was being given and I had three schools built in the Agency. There was no census of bona fide Indians and the former Agent did not know who was living on the Reserves. A census had to be made with many investigations as to who were and who were not Indians, and this was done with no guide or help whatever. I believe that census has stood up ever since against many claimants. Land disputes by scores had to be settled also. Hospital bills were paid by the Indians temselves when I was Agent and seed grain advances were repaid.

Fifteen years ago I transferred at my own request to Vancouver as Mr.Coleman, who was then my clerk, was anxious for promotion to Agent in the Okanagan Agency.

In the Vancouver Agency there had been no Agent for a long time as the former Agent had been transferred to Victoria as assistant Commissioner and what Agency work was done at all was handled from New Westminster as a side line to their own work. This naturally left considerable unfinished business. I maintain that the Indians in this Agency are as well satisfied as any in the Province. I had many proofs of their good will when I completed 25 years service last year, without a day's absence on account of sickness. I have done my best for the Indians and deeply regret the necessity of having to defend myself to the Department from these many implications of incompetence in handling the Agency. The fact that the Indian Commissioner's office and the Indian Agent's office are in the same city should not necessarily cause any confusion in the duties of each office.

Fred E. Ball
Indian Agent

B/DH.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

COPY OF THIS LETTER HAS BEEN SENT TO
MAJOR MACKAY

Ottawa, March 14, 1945.

Dear Sir:

I have for acknowledgment your letter of March 7th, in which you refer to the severe castigation that the Department, in your judgment, sought to inflict upon you.

I have again read carefully the letters to you dated February 22nd and in neither of which have I been able to find anything that could be interpreted by you to mean 'severe castigation', or indeed 'castigation' of any kind, nor did we have castigation in mind when the letters were written.

If you refer to the letters again, and particularly the brief letter in which you were asked to discuss the matter under consideration with the Commissioner, you will note that it is simply a letter containing the usual Departmental instructions to an Agent - nothing less and nothing more. The Indian Commissioner of British Columbia is the senior official in the administration of Indian Affairs in British Columbia and should be recognized as such. When this official visited Ottawa on at least two occasions since I entered the Department, he was informed that he was being held responsible for the administration of Indian Affairs in the province of British Columbia. The official in turn asked that in view of this fact that all matters of major importance relating to Indian administration - particularly matters that might result in a controversy - be either discussed with him personally by the Agents, or that letters relating to them be sent to his office for his information. It appeared to the senior officials at the Minister's Office that this was a reasonable request.

....I have

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

I have, personally, heard little criticism of your administration as an Agent at any time since entering the Department and nothing whatever of your inefficiency and incompetence until these terms were used in your own letter to me of March 7th. My predecessor in this position, however, and a number of the senior officials of the Branch have detected reluctance on your part for a number of years to refer matters to the Commissioner. You may naturally ask what matters should be referred, and what matters should be taken up directly with Ottawa. Certainly, we have no desire that all letters written in your office should be routed through the Commissioner's office. In this connection, we experience little, if any, difficulty with other Agents throughout the Dominion. They appear to know instinctively when the senior field officials should be consulted and when they should not be consulted. This is a matter that might be discussed with the Commissioner himself - and an agreement reached by both of you with respect to the exact procedure that should be followed by you in the future.

You must be careful to bear in mind that Indian Affairs are administered under strict Treasury and other regulations. When a letter reaches us from an Agent requesting an expenditure of a substantial sum, the senior officials of both the Treasury of this Branch and the Audit Division naturally ask if the proposed expenditure has been approved by the senior officials of the Indian Affairs Branch in the province from which the letter has come. I feel confident, upon reflection, you will see the reasonableness of the position taken by the officials in this regard.

F. J. C. Ball, Esq.,
Indian Agent,
416 Federal Building,
VANCOUVER,
British Columbia.

Yours very truly,

Acting Director.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

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CANADA

13167-42

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

Mr McEachern

416 Federal Building,
Vancouver, B. C.
March 19th 1945.

Department of Mines & Resources
Indian Affairs Branch
MAR 23 1945
REGISTERED

Indian Affairs Branch, Ottawa.

re: File No.13167-42

I beg to acknowledge receipt of your letter of the 14th instant. It is quite understood that all matters involving expenditure must pass through the Indian Commissioner's office,and this has always been done. However, in this instance, all I asked was information as to renewals of a number of leases falling due this year, and I thought that the Department would wish to advise me. I did not ask for a survey of the Reserve, but wanted to know whether you considered that the old stakes should be replaced, as they are nearly twenty years old, and almost illegible.

I regret having written direct to you if this matter should have been taken up through the Indian Commissioner, and upon his return to duty will do so.

I am surprised to hear that officials of the Department think that I have any reluctance to consulting the Indian Commissioner. If all 17 agents in the Province continually wrote to him, there would be a mass of correspondence for one official to attend to. However, your instructions will, of course, be carried out.

Fred G. Ball
Indian Agent

B/DH.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Mr McLuckie

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

416 Federal Building,
Vancouver, B. C.
March 28th 1945.

Department of Mines and Resources
APR 2 1945
REGISTERED

Indian Affairs Branch, Ottawa.

re: File No.13167-42

I am enclosing herewith duplicate and triplicate copies of Lease No.250 covering Lot 13, Squamish I.R.No.26 (Chekwelp), together with agreement to transfer from C.P.Ballentine to William Deans. The $3.00 transfer fee has been paid, and will be forwarded with the next revenue return.

I would recommend that this transfer be approved.

Fred G. Ball
Indian Agent

B/DH.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. B167-42

Mr Beaver

CREDIT ADVICE

ME[redacted].

March 12th, 1945.

The following remittance has been received from

Indian Agent F. J. C. Ball at Vancouver Agency

and recorded in the Official Cash Book. Folio 321

Amount $ 3.00

Agency Receipt No. 35943 dated February 27th, 1945,

Payer A. Y. Faris on account of transfer fee Lot 25 -

I. R. #26 - Squamish - Acct. 54.

Department of Mines & Resources
Indian Affairs Branch
APR 4 1945
RECEIVED

For Treasury Branch.

C. T. 231
5M—4-12-43

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

RESERVES AND TRUSTS

CANADA

DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, April 16, 1945.

MEMORANDUM:

Mr. W. M. Cory,
Departmental Solicitor.

I am sending you herewith Branch File 13167-42 and wish to direct your attention to the assignment dated March 30th, of Lease No. 250, from Mr. C. P. Ballentine to Mr. W. Deans. Please advise if this assignment meets with your approval.

D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Mr McCrimmon

Ottawa, April 16, 1945.

80/11

Mr Albert

MEMORANDUM:

Mr. H. M. Cory,
Departmental Solicitor.

I am sending you herewith Branch File 13167-42 and wish to direct your attention to the assignment dated March 30th, of Lease No. 250, from Mr. C. P. Ballentine to Mr. W. Deans. Please advise if this assignment meets with your approval.

APPROVED
LEGAL DIVISION

D. J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Agreement for Transfer of Lease

THIS AGREEMENT made this 30th day of March 1945 in the year of Our Lord nineteen hundred and forty five

BETWEEN C.P.Ballentine

Of the first part

And Wm Deans

Of the second part

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Ken Meadsadge
Signature
Dec 12 1972

WITNESSETH that whereas the party of the first part is the lessee of Lot 13, Indian Reserve No. 26 in the district of New Westminster, Province of British Columbia, under Lease No. 250 dated April 23rd 1931, File No. 13.167-42, granted by His Majesty King George V, as represented by the Superintendent General of Indian Affairs therein described as the lessor:

AND WHEREAS the said lessee is desirous to transfer interest in the said lease to Wm Deans herein described as the party of the second part, and the said party of the second part has agreed to accept the transfer of the said lease and to accept and to carry out all the terms and conditions set out in the said lease:

NOW THEREFORE this agreement witnesseth that in consideration of the premises and the sum of One Dollar ($1.00) paid to me by the party of the second part, I, the said party of the 1st part, do hereby assign, transfer and set over and by these presents do assign, transfer and set over unto the said party of the second part, his heirs, executors, administrators and assigns, all my right, title and interest in the said lease and in the lands thereby demised.

IN WITNESS WHEREOF the said parties hereto have set their hands the day and year first above mentioned.

Witness: C.P. Ballentine
of the 1st part

Witness: W.D.

Deputy Minister of Mines and Resources

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1. Acting Director.

2. Deputy Minister.

Please sign assignment of lease.

3. Indian Affairs Branch.
(Mr. McCrimmon)

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13167-42

Copy sent to
Major D. M. MacKay,
Indian Commissioner for B.C.,
Vancouver, B.C.

AIR MAIL

Ottawa, Ontario,
April 27, 1945.

F.J.C. Ball, Esq., Indian Agent, 416 Federal Building, Vancouver B.C.

Re: Chekwelp Leases

Further to my letter of February 22nd re the above there appears to be two important matters in this connection that should be closely examined before any further long term commitments are entered into with the tenants on this subdivision. The first is that a proper standard of rental values be established and the second is the adequacy of the present survey and the necessity for restaking or retracing.

In connection with the latter it would, under existing conditions, be virtually impossible to obtain the necessary technical help and advice. In connection with the former the time is now too short to permit of a proper and thorough investigation as to what constitutes proper rental values for fifteen or twenty years into the future.

It has, therefore, been decided to give each tenant who wishes to remain in possession a one year extension of his existing contract. This can be very readily and simply done by endorsation. Will you please call in the lessees' copies of existing leases and send them in for endorsement where the present tenant wishes to continue in occupation of the premises he now holds. You may advise them that for the present no long term leases will be granted.

In order to avoid the danger attendant upon overholding, it is considered important that all tenants be notified of this decision by registered mail before expiry date of the existing contracts. It would be appreciated if you would take immediate steps to issue such notices. It is our understanding that the renewal date of most of these permits is May 18th next.

Acting Director.

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

987/
~~167~~/32-7-26 VOL.30

TO	DATE			BY	TO	DATE			BY	REQ'D BY	PER	DATE
ALT43	23	10	69	6								

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION - INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8092, File 987/32-7-26 pt. 3)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Indian Affairs
Central Registry Files, 1874-1959

(RG 10, Volume 8092)

File			
987/32-7-26	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE CHEKWELP RESERVE 26. (SQUAMISH BAND).	1924-1934
987/32-7-26	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE CHEKWELP RESERVE 26 (SQUAMISH BAND).	1934-1939
987/32-7-26	3	NEW WESTMINSTER AGENCY, FRASER DISTRICT - GENERAL CORRESPONDENCE THE LEASING OF LAND ON THE CHEKWELP RESERVE 26 (SQUAMISH BAND).	1939-1945
987/32-21-0-2	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF GEORGE SAM'S LAND ON THE SEMIAHMOO RESERVE 0. (SEMIAHMOO BAND) (PLANS)	1932-1943

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

987/ A

FILE NO. ~~167~~/32-21-0-2

VOLUME 2

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

SUBJECT LEASE
GEO. SAM'S LAND
SEMIAHMOO BAND
SEMIAHMOO RES. NO. 0
FRASER ~~AGENCY~~ DISTRICT

B

VOLUME 1

FROM June, 1932

TO February, 1943

FILE NO. ~~167~~/32-21-0-2 VOL. 1

987

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
R6	15	Reg	11-12-64	PA	R6	14/12/64	
ALS	24	Reg	15-2-66	Pa	ALS	15-2-66	
AL36	18	Reg	17/5/68	PA	ALS6	16/5/68	
ALT7	32	Reg	24/6/69	PA	ALT-7	14/8/69	
ALT5	14	Reg	23/10/69	PA	ALT5	23/10/69	
DLT 41-2	14	Reg	14-4-71	PA	DLT 41-2	27/5/71	
LM44	14	Reg	28-7-71	PA	LM44	3/8/71	

D

CLOSED VOLUME

30-74 E

1A 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

FILE NO. 153/32-13-0-2 V.1

167 21

FILE NO. ~~153/32-13-0-2~~ See V.2

A

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

VOLUME 1

SUBJECT Lease - Geo. Sams Land
Semiahmoo Bd
" Res No 0
Fraser

FROM

TO

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use

1A 1-102

DO NOT WRITE BELOW THIS LINE

C

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No 13153-13-0-2 Vol 1

ER-11

41

INDIAN AFFAIRS BRANCH

DEPARTMENT OF MINES AND RESOURCES

NEW WESTMINSTER

LEASE

GEORGE SAMS LOCATION ON SEMIAHMOO
I.R. TO JOHN TYSON

R. 9696

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Lands

R.R. No. 2,
Cloverdale B.C.
June 16th 1932.

Department of Indian Affairs,

Ottawa, Canada.

Dear Sirs-

My son Kirby Tyson and I recently made application to lease a small portion of the Semiahmoo Indian Reserve and understand from your agent here that an objection has been lodged by Capt. MacNeil a customs broker who carries on business at the boundary line.

Mr. Daunt did not disclose the grounds of Mr. MacNeil's objection but I believe that he suggests that we are not entitled to the lease as we do not actually live in British Columbia.

It is true that we do not actually live in Canada but the fact is that my family and I for lack of a place on this side of the line have been living in a rented house in Blaine, Washington. The house is only 12 feet from the boundary line.

The only member of our family who is not working in Canada is one son who is employed on the American side of the boundary line.

I am a natural born British subject and have been in Canada for practically thirty years. One son was born in England and my other children were born in Canada.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Department of Indian Affairs - continued.

If the lease is granted to us we intend to build a home on the property and live there.

If any evidence is required regarding our character I would refer you to C.A.Welsh, A.M.Gilley or D.E.McKenzie of New Westminster or to Mr. Macfarlane, Manager of the Automobile Club of British Columbia.

Yours truly,

John Tyson

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Pacific Highway,
R.R.# 2, Cloverdale. BC.
14th June 1932.

O.M.Daunt, Esqr.,
Indian Agent,
New Westminster. BC.

Dear Sir,

I understand that John Tyson of Blaine. Wash. USA, has made application for a piece of the Indian Reserve at Douglas. BC. for business purposes.

Tyson has resided in the U.S.A. since 1922.

Born in England he has retained the right to return to Canada but much dissatisfaction has always been felt at this Port at his being permitted to work in Canada without excercising his return privileges.

Much greater dissatisfaction will no doubt occur if he obtains a piece of the Indian Reserve under your jurisdiction without previously establishing himself as a Resident of Canada.

May I ask that you give the matter serious consideration.

Cadada has so many men and families out of employment at this time that I feel we should reserve such privileges as maintain here for those who reside in Canada and help to bear her burdens.

Yours truly,
James MacNeil Captain.
Justice of the Peace.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

File No. 1-3-13.

New Westminster, B.C.
June 15th, 1932.

DEPT. OF INDIAN AFFAIRS
JUN 20 1932
RECORDS

SIR:-

I have received an application from Mr. John Tyson, at present residing at Blaine, Washington, to lease a small portion, probably less than one acre, of the Semiahmoo Indian Reserve, on which he informs me he wishes to erect a bungalow.

The application, backed as it was by a request from the Indian locatee, appeared in order, but I have today received the attached communication from a Captain James MacNeil, Justice of the Peace, and who I understand is a Customs Broker at the Boundary.

This gentleman does not approve of Mr. Tyson renting land on an Indian Reserve, and I should by glad to have your views upon this subject before taking any further action upon the application.

I may say that we discovered that employees of the Canadian Customs House had erected garages upon a corner of the ground in question, and upon being spoken to about it they informed us that they had paid a rental of $6.00 up to December 31st to the Indian, George Sam.

This proceeding was, of course, irregular.

In the meantime Mr. Tyson appeared with an application from the Indian to lease the land to him at a yearly rental of $30.00, which I presume would not be agreeable to the Customs House Officials, although Mr. Tyson said he was perfectly agreeable to allowing the garages to remain where they were.

Before taking any further action in the matter, I should be glad to receive your instructions.

Your obedient servant,

A.O'N. Daunt
Indian Agent

Encls.

The Secretary,
Department of Indian Affairs
OTTAWA.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

OTTAWA, June 23, 1932.

Dear Sir:-

I desire to acknowledge receipt of your letter of the 15th instant, your file 1-3-13, referring to the application received from Mr. John Tyson presently residing at Baline, Washington, to lease a small portion of the Semiahmoo Reserve.

The contents of the letter which you have received in connection with this matter from Captain James MacNeil, have been noted, and it seems rather extraordinary to the Department that in view of the fact that certain garages have been erected on this Reserve without Departmental consent or authority, that exception should be taken to Mr. Tyson's application.

I am enclosing copy of a letter which has been received from Mr. Tyson and possibly it would be well for you to check up on the information as therein given, and if the facts are as stated there would not appear to be any reason why favourable consideration should not be given to Mr. Tyson's application. In the meantime the Customs employees should be instructed to regularize their occupancy of any portion of this reserve by making application through you for the privileges desired. No further action in the matter will be taken pending your report.

Yours very truly,

A. F. MacKenzie,
Secretary.

A. O'N. Daunt, Esq.,
Indian Agent,
New Westminster, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

O.H.M.S.

POINTE-CLAIRE
32
QUE

Le Secrétaire,
Département des Affaires Indiennes.
Ottawa. Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

GEOFFREY K. BURNETT
C. E., B.C.L.S.,
RESIDENCE PHONE 470-X-6

D. J. McGUGAN
B.A.SC., D.L.S., B.C.L.S.
RESIDENCE PHONE 732

BURNETT & McGUGAN

Professional Civil Engineers
Dominion and B.C. Land Surveyors
and Draughtsmen

LAND AND MINERAL CLAIM SURVEYS
SUBDIVISIONS AND TIMBER LIMITS

SEWERAGE AND WATER SUPPLY
IRRIGATION AND DRAINAGE

TELEPHONE 232
30 McKENZIE ST.

NEW WESTMINSTER, B.C., July 4th, 1932.

Description of a portion of Semiahmoo Indian Reserve in Section 1, Township 1, W.C.M., New Westminster District, for John Tyson, Esq., Box 365, Blaine, B.C.

ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being a portion of the Semiahmoo Indian Reserve in Section 1, Township 1, W.C.M., District of New Westminster, Province of British Columbia, and being more particularly described as follows:-

COMMENCING at an iron pin set at the intersection of the Westerly Boundary of the Peace Arch Highway with the Northeasterly Boundary of the Right-of-Way of the Vancouver, Victoria and Eastern Railway and Navigation Company, in Section 1, aforesaid;

thence N. 8° 00' E. and following the Westerly Boundary of the Peace Arch Highway, aforesaid, 157.5 feet to an iron pin;

thence North and following the Westerly Boundary of the Peace Arch Highway, 216.0 feet to an iron pin;

thence S. 73° 08' W., 286.1 feet to an iron pin set on the Northeasterly Boundary of the Right-of-Way of the Vancouver Victoria and Eastern Railway and Navigation Company;

thence Southeastwardly and following the Northeasterly Boundary of said Right-of-Way, 383.2 feet to the point of commencement, and containing, by admeasurement, 1.20 acres, be the same more or less, as shown on the plan hereunto annexed and thereon outlined with red colour.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Mrs George Sam and Mr George Sam agree to lease land opposite Douglas Custom offices on the Indian reservation. The land is situated near the ball park at Douglas. South, West of Douglas Customs offices. Mr and mrs George Sam agree to lease land to the four people John Tyson, Kirby Tyson Frank Tyson & Jack Tyson all of the same family on June 10, 1932.

The land will be leased to John Tyson Kirby Tyson, Frank Tyson & Jack Tyson for the length of twenty five years at the said sum of twenty dollars a year ($20.00.) in advance.

Witness Signature
John Horne

Mrs George Sam,
George Sam
John Tyson

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Douglas,B.C.
June 11th,1932.

A.O'N. Daunt, Esq.,
Indian Agent,
New Westminster,B.C.

Dear Sir:-

I beg to make application to lease a small portion of land, according to the attached plans,on the Semiahmoo Indian Reserve, part of the allotment of Mrs. George Sam.

I wish to have this lease for a period of ten years from the 1st of July,1932, at an annual rental of Twenty ($20.00) Dollars, payable in advance.

Yours truly,

John Tyson

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS

NEW WESTMINSTER, B.C.
July 5th, 1932.

File No. 1-3-13.

Reply

R.

SIR:-

With reference to your letter No. 13153-101, of the 23rd ultimo, I beg to forward you, herewith, an application from Mr. John Tyson, to lease 1.20 acres on the Semiahmoo Indian Reserve, for a period of ten years from July 1st, at a yearly rental of twenty dollars.

The request of the Indian, Mrs George Sam, is also enclosed, but I did not approve of the term of "twenty five years", mentioned therein, so had Mr. Tyson put in his application for ten years, which is, sufficient .

Sketch on linen, blue print, and surveyor's description, are also enclosed herewith.

Upon return of the lease forms for signature, I will collect the first years rental in the usual manner.

Your obedient servant,

A.O'N.Daunt,
Indian Agent.

Encls.

The Secretary,
Department of Indian Affairs,
OTTAWA,- Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

FORM 61

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise the character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

Head Office TORONTO, ONT.

W. G. SARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

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DEPT. OF INDIAN AFFAIRS JUL 16 1932 RECORDS

WESTMINSTER BC 15

SECY DEPT INDIAN AFFAIRS 520

OTTAWA ONT

KINDLY DELAY ISSUE OF LEASE ON SEMIAHMOO RESERVE TO JOHN TYSON AS A PROTEST IS BEING LODGED BY MEMBER AGAINST THE USE OF THIS LAND FOR OTHER THAN PEACE PARK PURPOSES

A O'N DAUNT INDIAN AGENT.

Poor Copy.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy

CANADIAN NATIONAL TELEGRAM

New Westminster, BC. July 16, 1932

HON MR MURPHY
MINISTER OF INTERIOR
OTTAWA ONT

REQUEST THAT ALL PERMITS AND LEASES ON INDIAN RESERVE WHITEROCK BE WITHHELD MEANTIME STOP PARTICULARS OF PROTEST COMING BY MAIL STOP LEASES WILL SPOIL PEACE PARK WHITEROCK STOP RESIDENTS UP IN ARMS REGARDING PROPOSED ENCROACHMENT OF SHACKS BY PRIVATE PARTIES

TOM REID MP

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Minister's Office

A

MEMORANDUM

July 16, 1932

MR. WILLIAMS,
Acting D.S.G.

Please note the attached copy of a telegram from Mr. Thomas Reid, M.P., of New Westminster, B.C. Would you be good enough to advise me what may be said in reply.

Private Secretary.

Encl. (Wire July 16)

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Department of Indian Affairs.

Ottawa, 19th August 1932 *19*

Mr. Williams,

In connection with the matter referred to in copy of telegram hereunder addressed to the Minister by Mr. Thomas Reid M.P., New Westminster, I would like to point out that Agent A.O'N Daunt wired the Department on Friday last to delay action covering the leasing of a portion of Samiahmoo Reserve owing to local protest.

Nothing further will be done for the present in connection with the issue of a lease to John Tyson covering 1.20 acres referred to by Mr. Reid.

D. O'Connor

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

July 19th. 1932.

MEMORANDUM

Mr. Buskard -

I have to refer to your memorandum of July 16th. enclosing copy of telegram from Mr. Thomas Reid, M.P., of New Westminster, B.C., protesting against the issue of permits or leases on the Indian Reserve Whiterock (Semiahmoo Reserve), for other than Peace Park purposes.

I find that there was one lease pending on this reserve of 1.20 acres for a period of ten years to Mr. John Tyson. On July 15th., however, the following telegram was received from Indian Agent Daunt of New Westminster :

" KINDLY DELAY ISSUE OF LEASE ON SEMIAHMOO RESERVE TO JOHN TYSON AS A PROTEST IS BEING LODGED BY MEMBER AGAINST THE USE OF THIS LAND FOR OTHER THAN PEACE PARK PURPOSES "

Nothing further will, therefore, be done in connection with the issue of a lease to John Tyson for the present.

Acting D.S.G.I.A.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Indian Office
Saddle Lake, Alta.

O. H. M. S.

SADDLE LAKE
JUL 5 '34
ALTA.

The Secretary
Department of Indian Affairs,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN OF PORTION OF SEMIAHMOO INDIAN RESERVE, TOWNSHIP 1, W.C.M., NEW WESTMINSTER DISTRICT, SHOWING POSITION OF PROPOSED LEASE IN RED.

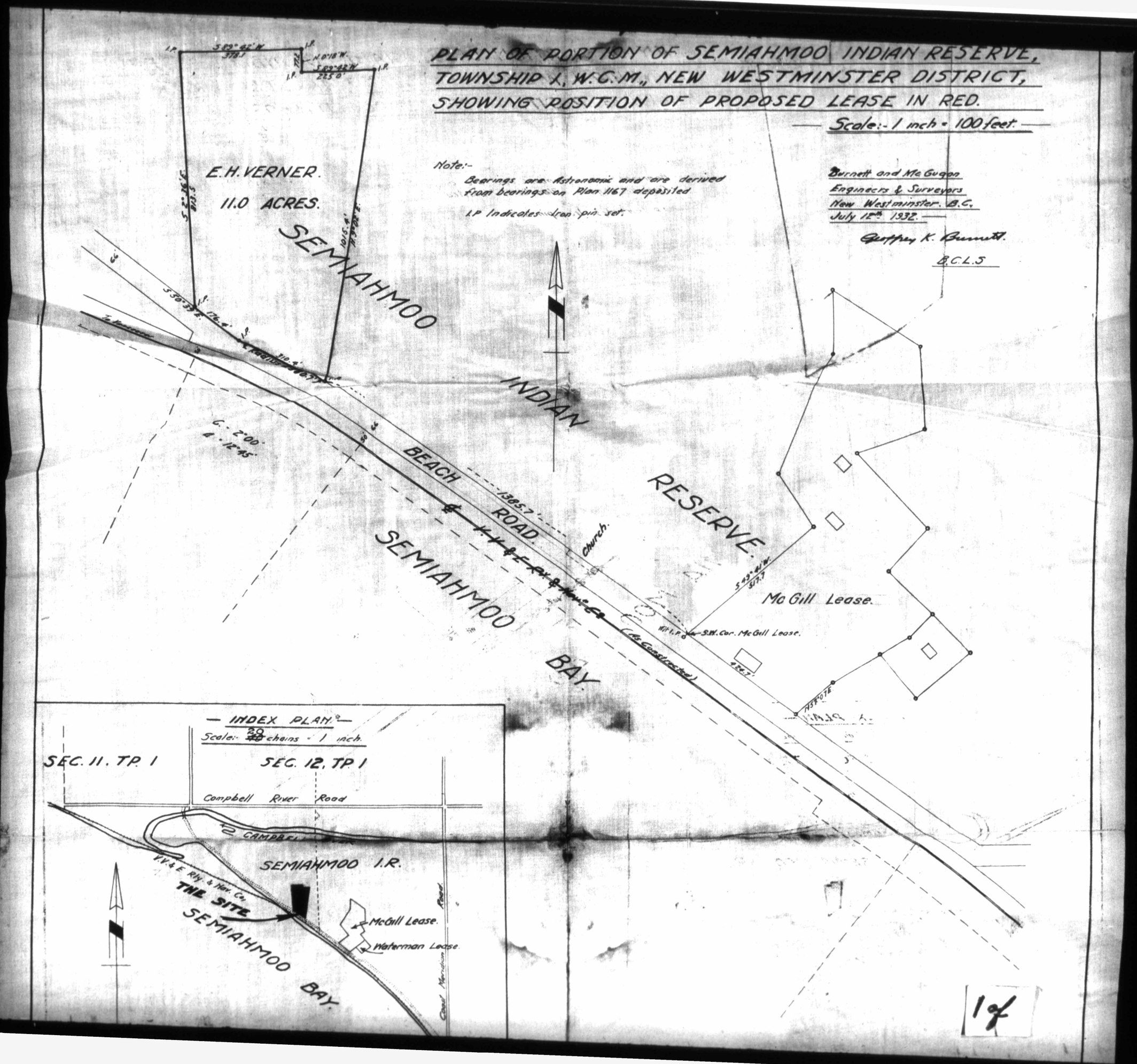
Scale:- 1 inch = 100 feet.

Note:-
Bearings are Astronomic and are derived from bearings on Plan 1167 deposited

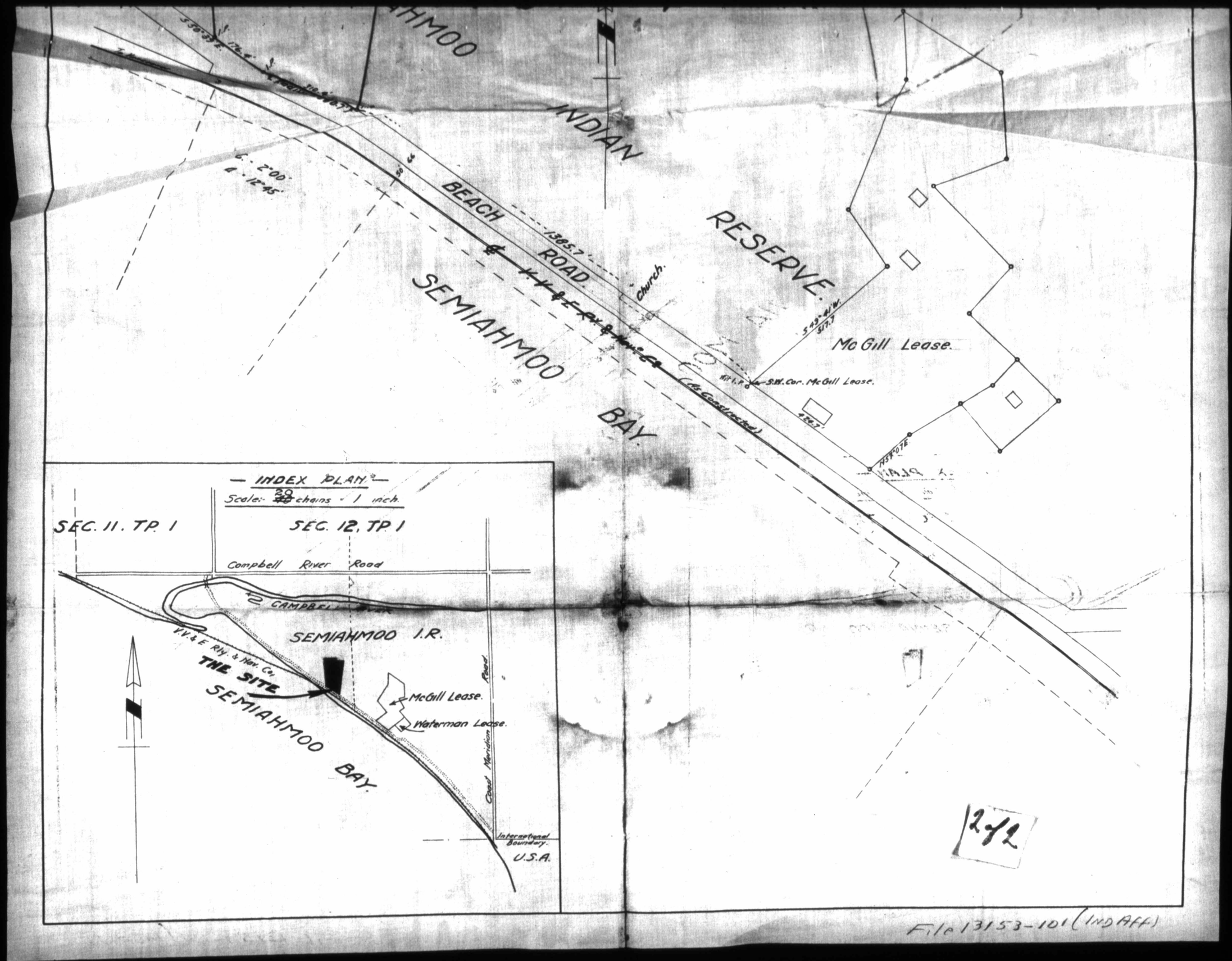
I.P Indicates Iron pin set.

Burnett and McGugan
Engineers & Surveyors
New Westminster. B.C.
July 12th 1932.

Geoffrey K. Burnett.
B.C.L.S



1 of



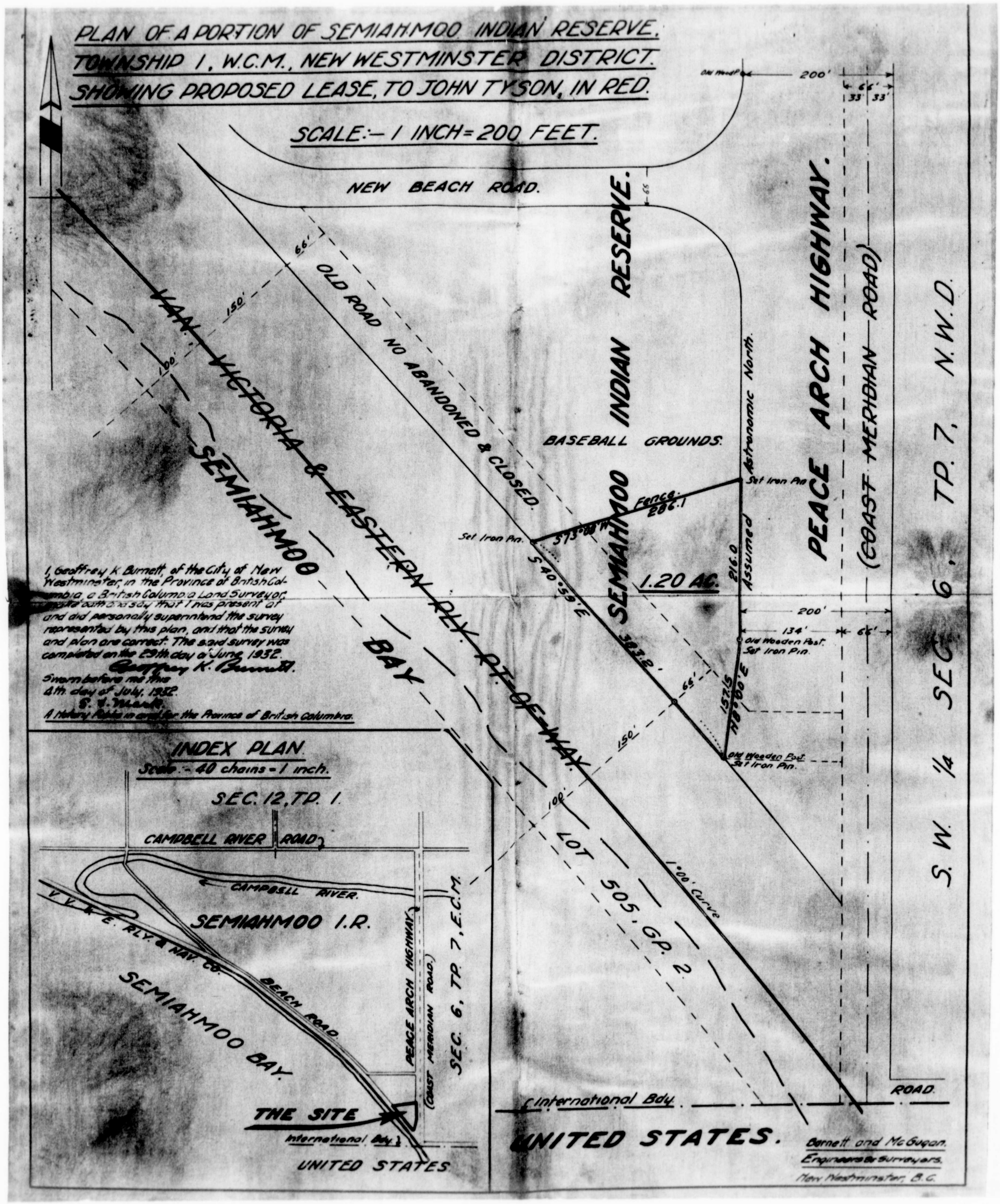
File 13153-101 (IND AFF)

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN OF A PORTION OF SEMIAHMOO INDIAN RESERVE, TOWNSHIP 1, W.C.M., NEW WESTMINSTER DISTRICT. SHOWING PROPOSED LEASE, TO JOHN TYSON, IN RED.

SCALE:- 1 INCH = 200 FEET.



PLAN OF A PORTION OF SEMIAHMOO INDIAN RESERVE, TOWNSHIP 1, W.C.M., NEW WESTMINSTER DISTRICT. SHOWING PROPOSED LEASE, TO JOHN TYSON, IN RED.

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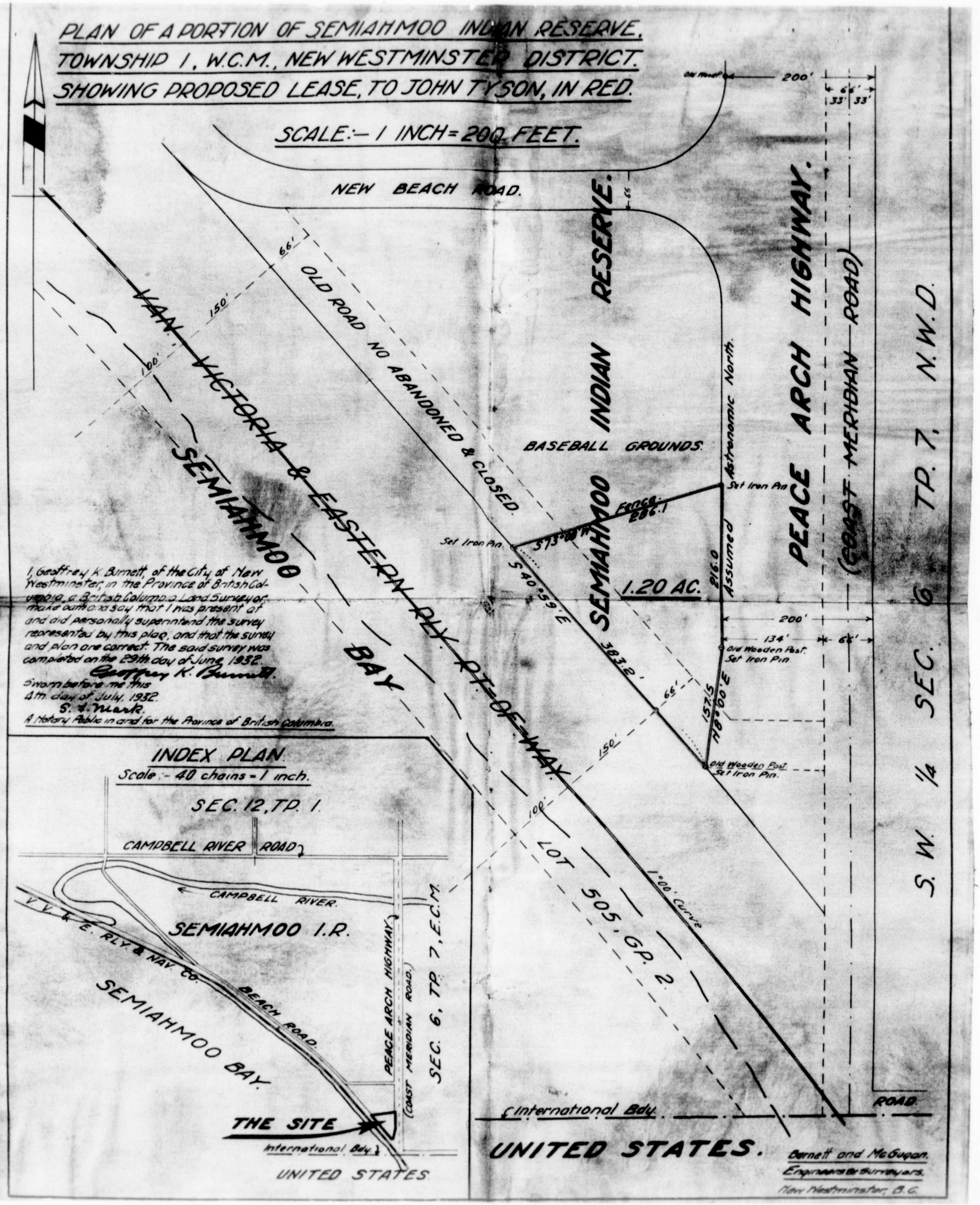


I, Geoffrey K. Burnett, of the City of New Westminster, in the Province of British Columbia, a British Columbia Land Surveyor, make oath and say that I was present at and did personally superintend the survey represented by this plan, and that the survey and plan are correct. The said survey was completed on the 29th day of June, 1932.

Geoffrey K. Burnett.

Sworn before me this 4th day of July, 1932.

S. T. Mark.

A Notary Public in and for the Province of British Columbia.

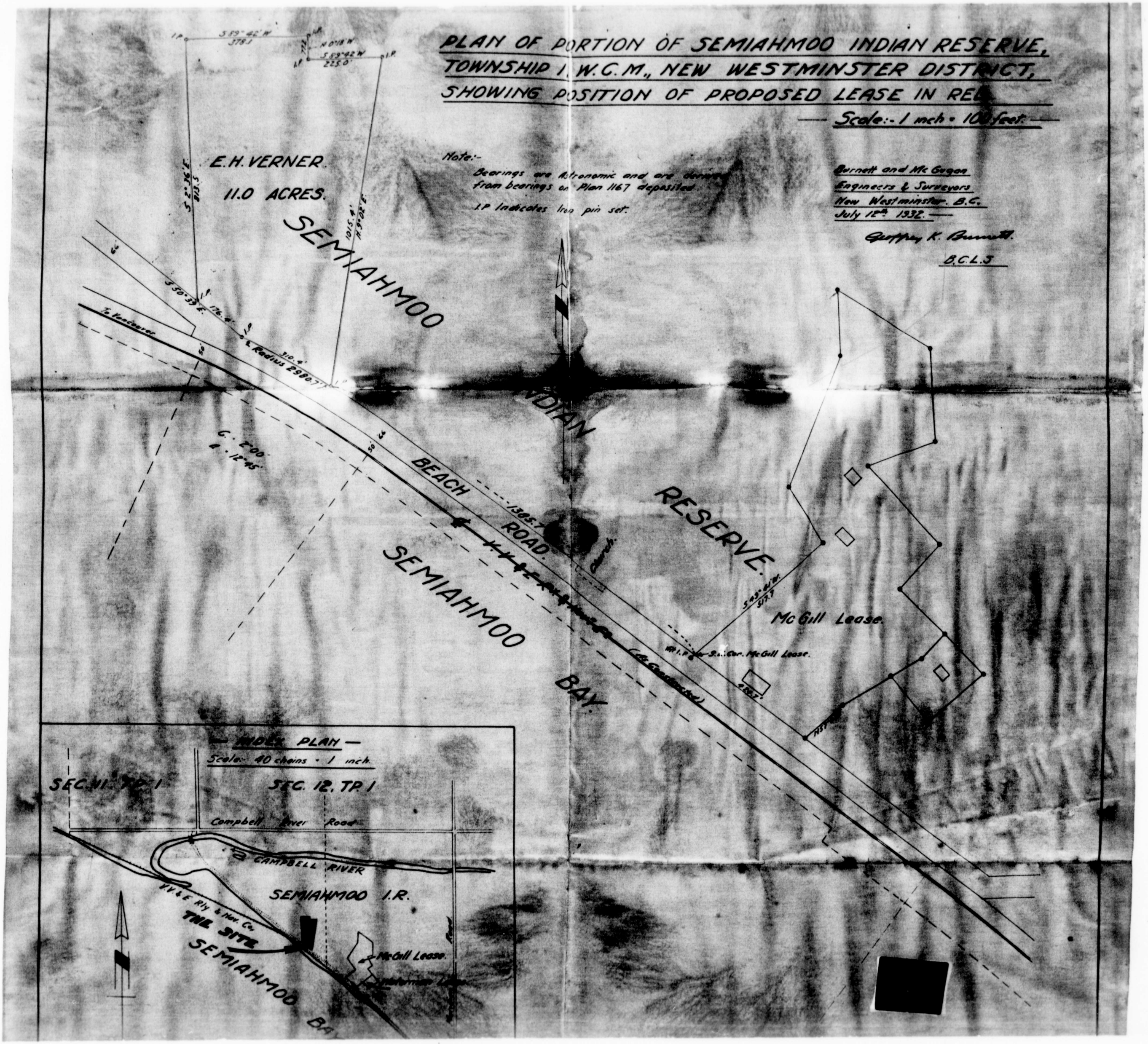
PLAN OF PORTION OF SEMIAHMOO INDIAN RESERVE, TOWNSHIP 1, W.C.M., NEW WESTMINSTER DISTRICT, SHOWING POSITION OF PROPOSED LEASE IN RE

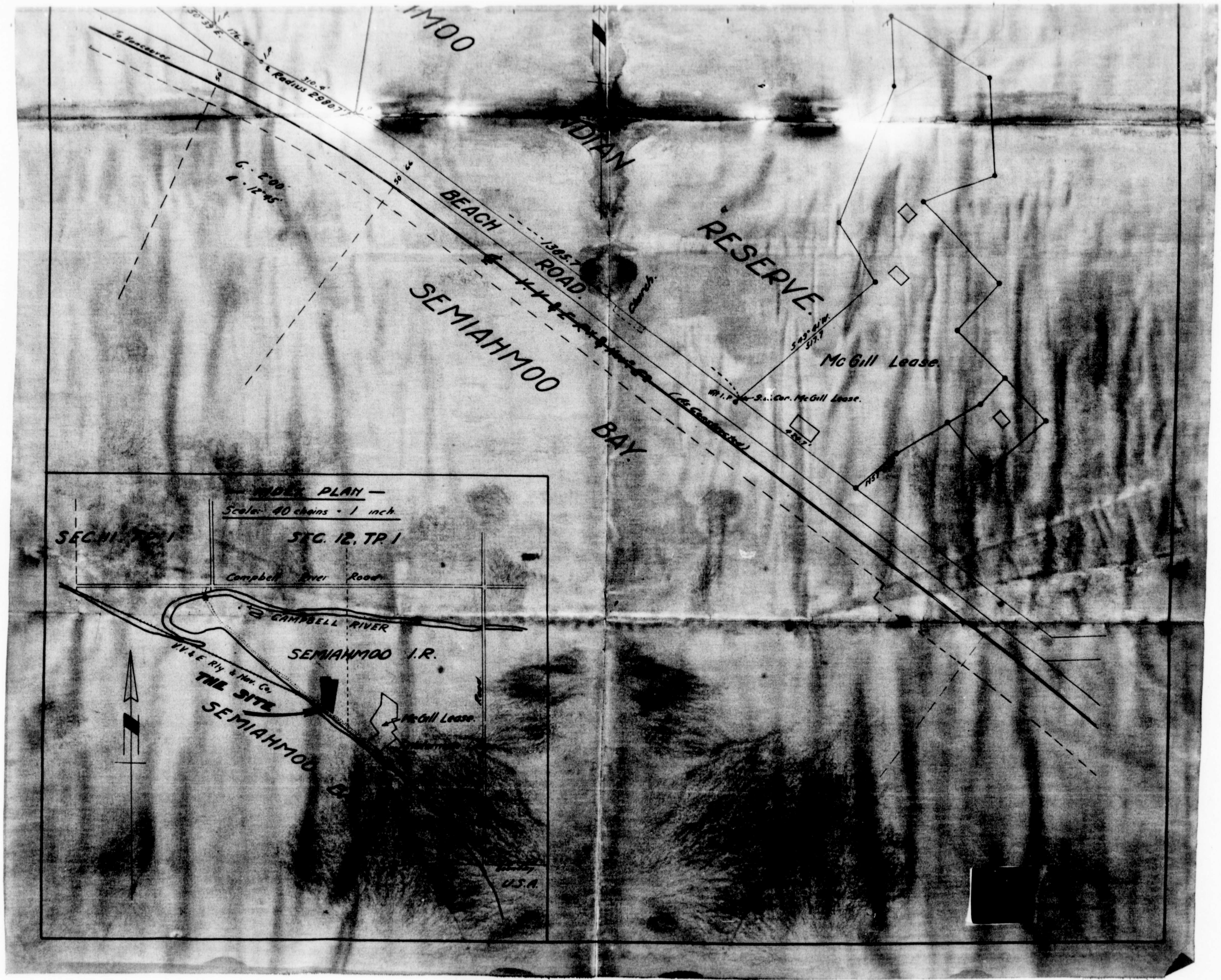
Scale:- 1 inch = 100 feet.

Note:-
Bearings are Astronomic and are derived from bearings on Plan 1167 deposited.
I.P. indicates Iron pin set.

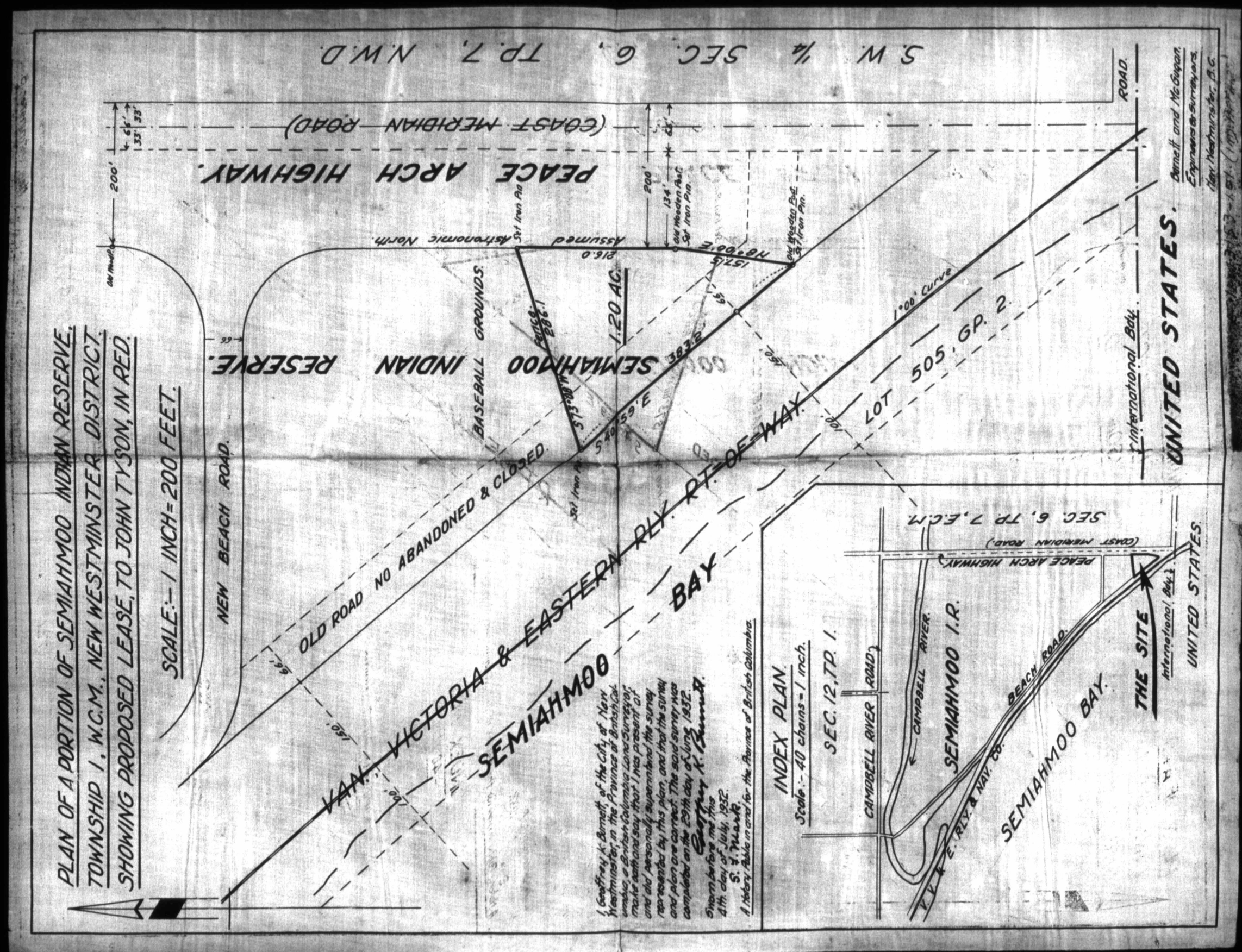
Burnett and Mc Gagan
Engineers & Surveyors
New Westminster, B.C.
July 12th 1932.

Geoffrey K. Burnett.
B.C.L.S.





PUBLIC ARCHIVES OF CANADA



Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

GEOFFREY K. BURNETT
C.E., B.C.L.S.,
RESIDENCE PHONE 479-X-9

D. J. McGUGAN
B.A.Sc., D.L.S., B.C.L.S.
RESIDENCE PHONE 700

BURNETT & McGUGAN

Professional Civil Engineers
Dominion and B.C. Land Surveyors
and Draughtsmen

GKB:ES

LAND AND MINERAL CLAIM SURVEYS
SUBDIVISIONS AND TIMBER LIMITS

SEWERAGE AND WATER SUPPLY
IRRIGATION AND DRAINAGE

TELEPHONE 232
30 McKENZIE ST.

NEW WESTMINSTER, B.C., July 13th, 1932.

Description of a portion of Semiahmoo Indian Reserve in Section 1, Township 1, W.C.M., New Westminster District, for E.H.Verner, Esq., New Westminster, B.C.

ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being a portion of the Semiahmoo Indian Reserve in Section 1, Township 1, W.C.M., District of New Westminster, Province of British Columbia, and being more particularly described as follows:

COMMENCING at an iron pin set on the Northeasterly Boundary of Beach Road, in said Semiahmoo Indian Reserve, 1385.7 feet Northwestwardly from the Southwest corner of that portion of said Reserve, heretofore leased to D.A.McGill;
thence N. 9° 02' E., 1015.4 feet to an iron pin;
thence S. 89° 42' W., 225.0 feet to an iron pin;
thence N. 0° 18' W., 77.2 feet to an iron pin;
thence S. 89° 42' W., 378.1 feet to an iron pin;
thence S. 2° 36' E., 813.5 feet to an iron pin set on the Northeasterly Boundary of Beach Road;
thence Southeastwardly and following the Northeasterly Boundary of the Beach Road, 486.8 feet to the point of commencement and containing, by admeasurement, 11.0 acres, ~~be the same~~ more or less, as shown on the plan hereunto annexed and thereon outlined in red colour.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Semiahmoo Indian Reserve,
June 29th, 1932.

The Indian Agent,
NEW WESTMINSTER, B.C.

I BEG TO MAKE APPLICATION TO LEASE 11 ACRES OF MY ALLOTMENT ON THE SEMIAHMOO INDIAN RESERVE TO MR. E. H. VERNER FOR 10 YEARS AT $ 65.00 PER ANNUM, PAYABLE in advance WITH THE OPTION OF RENEWAL.

THIS COVERS CUTTING FIREWOOD FOR HIS OWN USE ALSO THE CLEARING AND IMPROVING OF ANY OR ALL OF THE ACREAGE LEASED.

(SIGNED) George Sam

The [illegible] Document h[illegible] [illegible]en in the [illegible] [illegible]gistry.
DLT 4-1-2 [illegible]
Signature
20/1/71 19

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

New Westminster, B.C.,
June 29th, 1932.

The Indian Agent,
NEW WESTMINSTER,
B. C.

I beg to make application to lease eleven (11) acres of the allotment of George Sam on the Semiahmoo Indian Reserve for ten (10) years, at $65.00 per annum, payable in advance, with the option of renewal; the lease to date from July 1st, 1932.

This covers cutting firewood for my own use, also the clearing and improving of any, or all, of the acreage leased.

(Signed) E. H. Verner

The original document has been removed from the file and placed in the Museum Library.

Signature

19

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

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131531

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
JUL 26 1932
RECORDS

File No. 1-3-18

New Westminster, B.C.
July 20th, 1932.

SIR:-

I beg to forward you herewith an application received from George Sam, an Indian of the Semiahmoo Band, to lease eleven acres of his allotment on that Reserve to Mr. E.H. Verner for a period of ten years with the option of renewal, at an annual rental of $65.00, payable in advance.

Mr. Verner's application in similar terms is also enclosed as well as a linen sketch, blue print, and surveyor's description of the land in question.

This ground is brush covered and unimproved. A considerable portion of it is gravel and of little value, but is desired by the lessee as an approach. It is returning no revenue to the allottee, whose family is in receipt of constant relief from the Department.

Mr. Verner is the District Chief Engineer for the Public Works Department, and he would be a desirable tenant.

This land is situated sufficiently far back on the Reserve not to interfere with any application which the Department may receive in connection with a Peace Park in which the local Member is interesting himself.

In view of the nature of the land concerned and the fact that a tenant of Mr. Verner's standing is certain to provide a good deal of work for this indigent Indian should he desire to avail himself of it, I think the application is in order, and would therefore recommend that it be granted.

Your obedient servant,

A.O'N. Daunt
Indian Agent

Encls.

The Secretary
Department of Indian Affairs
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

DEPT. OF INDIAN AFFAIRS
JUL 05 1922
SURVEYS

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

Ottawa, 28th July 1932

Description for lease

All that parcel of land in the Semiahmoo Indian reserve in Section One, Township One, West of the Coast Meridian, New Westminster District, in the Province of British Columbia and Dominion of Canada, which may be described as follows,- Commencing at an iron post planted on the North easterly boundary of Beach road in said Semiahmoo Indian reserve, thirteen hundred and eighty-five feet and seven-tenths of a foot north-westerly from the South west corner of that portion of said reserve, leased to D.A.McGill; thence North nine degrees and two minutes East ten hundred and fifteen feet and four-tenths of a foot to an iron post; thence South eighty-nine degrees and forty-two minutes West two hundred and twenty-five feet to an iron post; thence North no degrees and eighteen minutes West seventy-seven feet and two tenths of a foot to an iron post; thence South eighty-nine degrees and forty-two minutes West three hundred and seventy-eight feet and one-tenth of a foot to an iron post; thence South two degrees and thirty-six minutes East eight hundred and thirteen feet and five-tenths of a foot to an iron post planted on the northeasterly boundary of Beach Road; thence southeasterly and following the northeasterly

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

boundary of the Beach road four hundred and eighty-six feet and eight-tenths of a foot, more or less, to the point of commencement and containing by admeasurement eleven acres, more or less, as shown coloured in red on plan attached.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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13153-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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ARCHIVES PUBLIQUES
CANADA

Poor Copy

File 13,153-101.

EX'D.

Ottawa, July 29, 1932.

Dear Sir,-

I beg to acknowledge the receipt of your letter of the 20th instant, with enclosure, and, in reply, to enclose Lease, in triplicate, in favour of Mr. E. H. Verner, for signature and, afterwards, to be returned to the Department for final execution.

Enclosure.

Your attention is called to the clause, page one, of this lease, relative to payment of rental, in connection with which it was not clear to the Department whether the provision was intended to cover payment yearly in advance, or for the full term on execution of lease. If the latter was the intention, you might delete the word "yearly," and thus make provision for payment of Six hundred and fifty dollars in advance.

Yours very truly,

A. S. Williams

A. S. Williams,
Acting Deputy Superintendent General.

A. O'N. Daunt, Esq.,
Indian Agent,
New Westminster,
B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1315-3-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 28 1932
RECORDS

File No. 1-3-13.

New Westminster, B.C.
July 19th, 1932.

SIR:-

I beg to confirm my telegram of the 15th instant, reading as follows:

"Kindly delay issue of Lease on Semiahmoo Reserve to John Tyson, as a protest is being lodged by Member against the use of this land for other than Peace Park purposes."

I have delayed submitting a Report as the Member, Mr. Thomas Reid, said he would come in again to discuss the matter on yesterday the 18th instant, but I have heard nothing more of him.

The Semiahmoo Indian Reserve at the South East corner touches the United States' boundary at what is known as the Douglas Customs House. There are two entry ports close together. (1) What is at present the main one on the Pacific Highway about one mile east of Douglas. (2) The Douglas Customs House. This latter is coming into prominence because of a plan to shorten the distance from Vancouver to the boundary by building a bridge across the Fraser River well below New Westminster, and building a new main highway diagonally across country from Douglas to this proposed bridge. When this is accomplished it is intended to divert the main traffic to the Douglas Customs House.

With this in view, the Dominion Department of Public Works in 1927 obtained from our Department a strip of land 134 feet wide, extending along the Eastern boundary of the Semiahmoo Reserve, for the purpose of widening the Coast Meridian Road, and amounting to approximately fifteen acres. A Peace Arch was also erected on the boundary line. So far, however, the new highway has not been proceeded with beyond the limit of the Reserve, and a great deal of opposition is being shown by the Port of New Westminster to the proposed bridge, as it is considered detrimental to ocean shipping using the Port.

Considerable activity in the way of improvements has taken place on the property facing the Reserve
Road.
of

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

apparently to coincide with these improvements across the highway from the Reserve, and in March 1925 Commissioner Ditchburn informed me that the Department had an application to rent fifty or sixty acres of the Reserve for this purpose at a rental of two to three dollars per acre. At his request I approached the Indians and found them violently opposed to the idea. In fact they would not consider it at all. Since then the matter has dropped until now.

The portion of the Reserve adjoining the Customs House is held by a Mrs. George Sam, formerly Josephine Johnny, and is quite unimproved, being brush and stumps. She formerly rented about two acres for a ball park through the Department, and this has been cleared, though it is again growing up. The Ball Club having been disbanded, she desired to let a portion to Messrs. Corcoran and Hilst on which to erect dwellings. The former is an employee of the Customs Department. The latter what is known as an advertising agent, whose work keeps him near the Customs House. This permit was granted by the Department. Mr. Reid, the Member, objects to this and wishes the land held for Peace Park purposes. He also objects to the Tyson lease adjoining, and says that the land is valuable. I have seen Messrs. Corcoran and Hilst, who inform me that they have no wish to create any friction, but desired the lots so they could live near their work. While their permit is described as the "Ball Park", all they claimed under that Permit was house room, and would not run to more than two one hundred foot lots situated on what had been the Ball Park. The Department will note that the recompense offered by these people is several times that formerly offered by the Peace Park Association. The Indians would not consider that, so if the Association really desire to acquire this land they must be prepared to offer at least what we are now getting. Under any circumstances it will be very difficult to get the Indians' consent, as while individual Indians are not averse to having wild land rented for them, cleaned up, and probably have buildings placed thereon, all of which will revert to them on the expiry of the lease, they are shrewd enough to be fully aware that a lease for Peace Park purposes means perpetual alienation of the land, and it will take a very considerable recompense in the way of rental to reconcile them to that.

As the George Sam family are indigent and have to receive Relief from us, I should be much obliged to receive your views upon the immediate question of the Corcoran-Hilst Permit, and the Tyson lease. Rental for the former is already in Ottawa, and the application of the latter is also in your hands.

Your obedient servant,

A.O'N. Daunt
Indian Agent

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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ARCHIVES PUBLIQUES
CANADA

Copy

HOUSE OF COMMONS
Canada.

Newton, B.C.,
July 20th. 1932.

Hon. T. G. Murphy,
Minister of Interior,
Ottawa, Ontario.

Dear Mr. Murphy:-

Following up the night letter I sent you on the 15th. instant regarding the matter of leases on the Semiahmoo Indian Reserve, I now send you particulars regarding the protests I made on Friday last.

As you probably are aware the Semiahmoo Indian Reserve is located on the boundary line between Canada and the United States. The area extending from the town of White Rock to the Peace Arch at Douglas Customs. Considerable development has taken place at the Peace Arch through the efforts of the late Mr. Samuel Hill who was the prime mover in having the Peace Arch erected and who himself spent over $200,000. in development work, such as golf course and buildings, et cetra. It has been the aim of many citizens here since the Peace Arch was constructed, that the main entry into Canada by way of British Columbia be by way of the Peace Arch, and with that object in view, have interested themselves in obtaining the surrounding property, so as to have a park at this spot.

An association was formed some years ago called "The Peace Arch Association," of which I am a member, who has been active in sponsering the scheme and have been working along with prominent interested parties of the State of Washington. One of the main objects is to have a roadway on each side of the Peace Arch with the grounds laid out for beautification by garden flowers and shrubs. The Americans have carried out their part as outlined. We on this side have been able to get the Dominion Government to put up modern customs and Immigration quarters, built so as to also conform to the scheme. The Provincial Government has constructed a roadway and obtained one hundred extra feet required, from off the Indian Reserve, which Reserve I might say, runs parallel for about one mile on the Coast Meridian Road. It is necessary to give you the details of this so as to give you some idea of the whole matter that I am writing you about. Regarding the Indian Reserve itself,

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Hon. T.G. Murphy
continued .....

Newton, B.C.,
July 20th, 1932.

there are some twenty-five or thirty Indians all told occupying the area known as the Semiahmoo Indian Reserve.

Many years ago the Campbell River Lumber Company obtained a lease to operate as a lumber mill, one of the stipulations being that any Indian wanting employment, would be employed. About six years ago the employees formed a base ball team and applied for and obtained a lease of property belonging to the Reserve to play baseball on and so an area of approximately two and a quarter acres was leased to them. The leased property is located opposite the Customs building and no objection was raised to this by anyone as no permanent fixtures were placed there; the ground simply being cleared and levelled so as to enable them to play. Over two years ago the mill ceased to operate and is now out of existence, which condition automatically put the baseball team out of existence also.

It was only when the Coast Meridian Ratepayers Association comprising as they do of the people of the district, drew my attention to the fact that some one had been given the right to construct houses and advertising signs, that the information was given me by Mr. O. Daunt, Indian Agent, that permits or leases had been recommended and given to two parties and that a third permit was pending to another applicant. My contention is that no leases should be given on this portion of the Reserve near to and opposite the Customs.

I feel sure if you look into the matter that you will agree with me in this. The erection of advertising signs, et cetra, will practically spoil the whole effect of a beautiful Peace Arch Park which we have in view, and might also prevent the right of the people to the beach. Nothing in this vacinity should be leased except it be for park purposes, in fact, if the time ever comes for the disposing of this Reserve, it should be handed over to the Municipality as a public Park. But care should be taken meantime that anything done in regards to the granting of permits or the giving of leases in the vicinity of the Peace Arch, will not in any way affect the carrying out of what we expect will ultimately be one of the most beautiful entry ports into Canada. It is only due to economic conditions prevailing in British Columbia that the project is not going ahead as it should.

I trust I have outlined the situation clearly to you and that you will take such action as I have suggested. Trusting to hear from you in this regards, I remain,

Yours respectfully,
(Sgd) T. Reid. M.P.

P.S. I enclose small plan showing location, etc. E.R.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Minister's Office

MEMORANDUM

C.

August 4th, 1932.

Mr. Williams.

In connection with my memorandum of July 16th, with which I enclosed a copy of a telegram from Mr. Thomas Reid, M.P., of New Westminster, B.C., regarding leases on the Semiahmoo Reserve, I am sending for your information a copy of a letter addressed to the Superintendent General by Mr. Reid, and dated July 20th.

Enc.

Private Secretary.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Ottawa Aug. 6 1932

Mr. Caldwell

Please report on attached letter and return it to the office of the Deputy Superintendent General.

Do not file.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
AUG 8 1932
RECORDS

OFFICE OF
INDIAN AGENT

File No. 1-3-13.

New Westminster, B.C.
August 2nd, 1932.

SIR:-

With reference to your File No. 13,153-101, of July 29th, I beg to return you herewith lease in favour of Mr. E.H. Verner, on the Semiahmoo Indian Reserve, duly signed by the lessee.

Lease 285
Folio 159
Vol III

With reference to the last paragraph of your letter, I beg to inform you that the intention was to collect payment yearly in advance, and rental for the first year has been so collected by me today, and will be included in my next remittance to the Department upon the 15th instant.

Your obedient servant,

A.O'N. Daunt
Indian Agent

Encls.

The Secretary
Department of Indian Affairs
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,153-101.

Ottawa, August 23, 1932.

Sir,-

Referring to your letter of the 2nd instant, I enclose, for the usual disposition, Lease No. 285, in duplicate, in favour of Mr. E. H. Verner, covering land on the Semiahmoo Indian Reserve.

Enclosure.

Your obedient Servant,

H.H.O.

J. C. Caldwell,
Director of Indian Lands & Timber.

A. O'N. Daunt, Esq.,
Indian Agent,
New Westminster,
B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Day Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

STANDARD TIME

13153-101

RAG Indian Affairs 7 Aug 1932

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DEPT. OF INDIAN AFFAIRS 1932. AUG 8 1932 RECORDS

NEWWESTMINSTER BC 14

SECY DEPT OF INDIAN AFFAIRS

524 OTTAWA ONT

REFERENCE MY TELEGRAM AND LETTER OF JULY NINETEENTH REGARDING ISSUE OF LEASES ON EAST LINE OF SEMIAHMOO RESERVE AM STILL HOLDING CORCORAN AND HILSI RENT CHEQUE PENDING YOUR DECISION PERMITEES ARE PRESSING FOR DEFINITE ACTION MEMBER ALSO DESIRES INFORMATION KINDLY LET ME HAVE INSTRUCTIONS

A O N DAUNT.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

File with here Dec 15/32

File No. 1-3-13.

New Westminster, B.C.
October 5th, 1932.

2 Lands

SIR:-

With reference to my letter of July 19th, and my Telegram of September 14th, regarding the land issues on the East line of the Semiahmoo Indian Reserve, as I have had no information from you regarding this question, Messrs. Corcoran and Hiltz, to whom a Permit was given to occupy certain land upon the allotment of Mrs. George Sam, and who were held off it pending your decision in the matter, have now asked to be released from their engagement.

I withheld your rental refund cheque No. T 7805 from the Indian pending your instructions, and I am enclosing the same herewith so that it may be cancelled and a refund of the amount of $25.00 contained therein be made to Messrs. Corcoran and Hiltz.

Kindly give this matter your early attention.

Your obedient servant,

A.O'N. Daunt
Indian Agent

Encls.

The Secretary
Department of Indian Affairs
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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13153—101

BANK RECEIPT No. 4264

Amt. 25.00

Paid

Date Oct 11 1932

Entered Journal No. 27 Folio 116

Dept. Receipt No.

DEPT. OF INDIAN AFFAIRS
OCT 11 1932
RECORDS

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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Copy

HOUSE OF COMMONS
Canada.

Ottawa, November 2, 1932.

T. G. Murphy, Esq.,
Minister of the Interior &
Superintendent General of Indian Affairs,
OTTAWA, Ont.

Dear Mr. Murphy:-

I am writing you with further reference to the matter of the Semichmoo Indian Reserve, which is situated in Surrey Municipality, B.C. close to the town of White Rock, and borders on the international boundary line between the State of Washington and British Columbia.

A number of years' ago the late Samuel Hill of Railroad fame, conceived the idea of having erected, a Peace Memorial. He had also the idea of a Peace Memorial Park, which would surround this monument. He spent no end of time and money interviewing high officials in the State of Washington and at Washington D.C. So successful was he in his endeavours with the American authorities that they changed their road system so as to bring their main highway right past or through the Peace Arch.

By his endeavours also, the Dominion Government was prevailed upon to construct handsome Customs and Immigration buildings in conformity with the plans he had in mind. The Provincial Government joined in the scheme as well, and started out constructing a highway 100 feet wide from the Peace Arch towards Vancouver, B.C.

The late Mr. Hill himself spent over $300,000 purchasing property close to the Peace Arch and erecting magnificent buildings for the use of the public, also constructing a beautiful golf course, which is now being used.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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T. G. Murphy, Esq.,

I am endeavouring to lay out the scheme before you in detail, so as to give you some idea of what has already been accomplished, in an endeavour to bring to fruition this laudable scheme of a Peace Memorial surrounded by a Peace Park, and which ultimately, we believe, will become one of the most beautiful spots of entry into Canada and also the Mecca of thousands of visitors.

It is, I believe, the first monument erected to "Peace" in the world, and it is noteworthy in passing to state that the late Mr. Hill went to England on a special visit to obtain from the quakers of Plymouth, a part of the old vessel that carried Pilgrim Fathers to America in the early days, a piece of which he was able to bring back with him and have embodied in the monument.

Having given you in as concise a form as possible a pen picture of the story, I am now writing you to ask you to give serious consideration to the request which I am now about to make.

There is, as you know, an Indian Reserve situated in that vicinity, lying between the City of Blaine in the State of Washington and White Rock in the Municipality of Surrey. The Reserve contains well over 100 acres of land, and its location to the Peace Arch, make it a most desirable spot for a National Public Park.

I am fully aware that the Dominion Government restrict their National Parks to large areas, but here is a Reserve with only about 25 of a total population of Indians, which if not designated or reserved for Park purposes, is in danger of being alienated by private interests prevailing upon the Indians by offers of money, to acquiesce in the granting or approval of leases.

From a business point of view, leases on the Reserve are desirable, especially during the Summer months, when thousands of visitors travel

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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T. G. Murphy, Esq., November 2, 1932.

to and from the magnificent beaches, and it certainly would be tragic if this beautiful site, containing as it does, a river running through it and fully wooded, were to pass into private hands for mercenary purposes.

Those interested in the Peace Arch scheme on the American side, have spent thousands of dollars beautifying the property in the vicinity of the Peace Arch in the State of Washington.

On the Canadian side we were greatly handicapped at first due to the price put upon the private property, and it was only with the co-operation of the Provincial Government moving in conjunction with the International Peace Memorial Association, that we were able to obtain the private property, which contained some old buildings, and which I may say have been cleared away before commencing on the beautifying of the grounds around the Peace Arch itself.

The idea of the International Peace Memorial Association in conjunction with other public spirited men is to acquire enough property so as to keep out all stores, hotels, ice cream parlors and the like.

The greater part of this Indian Reserve should be designated a Park, and my appeal to you is to have this matter thoroughly investigated with the object in view.

The Municipality of Surrey, I believe, have made some representations to you along these lines, and I understand that the International Peace Memorial Association have done likewise.

I enclose with my letter, a portion of the map of Surrey showing the location of the Reserve, and trust that you will give this matter your serious consideration as I have stated the object is a very laudable and desirable one.

I would be only too pleased if you ever

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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4.

T. G. Murphy, Esq.,

November 2, 1932.

found time to visit the City of Vancouver, to take you out there, and show you over the Territory, when I feel sure you would agree with me that this Reserve should be a National Park.

It would not necessitate the putting off all these Indians, who I might say, do not use the Reserve unless at odd times. They consist mostly of a travelling band, sometimes living in Lumby Reserve in the State of Washington, and sometimes on the Semiahmoo. One corner of the Reserve would easily take care of their requirements, and the greater portion of it, in my opinion, could and should be made into a beautiful National Park.

I will only be too pleased to go into the matter with you personally, giving you any further information you may desire.

I remain,

Yours very truly,

(Sgd) T. Reid.

T. Reid, M.P.,
For New Westminster.

TR/MP.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

Minister's Office

MEMORANDUM

C.

DEPT. OF INDIAN AFFAIRS
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Nov. 4th, 1932.

Dr. McGill.

I am sending you, herewith, a copy of a letter addressed to the Minister by Mr. T. Reid, M.P. for New Westminster, recommending that a portion of an Indian Reserve near White Rock, B.C., should be set aside for Park purposes.

Will you kindly let the Minister have a memorandum outlining whatever may appear on our Departmental files on this subject.

Enc.

Private Secretary.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

File 13,153-101.

Ottawa, November 9, 1932.

MEMORANDUM.

The Honourable,
The Superintendent General,-

Attached to a memorandum dated 4th instant, your Secretary sends me a copy of a letter which you have received from Mr. T. Reid, M.P., and in which reference is made at some length to the Semiahmoo Indian Reserve in the Municipality of Surrey, in the Province of British Columbia.

I am personally not familiar with the subject under discussion, but Mr. Caldwell, of our Lands Branch, informs me that recently he had some conversation with Mr. Reid in this regard, and in connection with the question of leasing portions of this reserve upon application of the Indian owners and subject to the approval of the local Agent.

Most of the Reserve in question is owned by individual Indians, and during the past year or two several of these Indians have forwarded to the Department through the Agent requests for permission to lease their properties to certain parties. In one or two cases these leases have in due course been approved, as there was no reason advanced or submitted which would cause the Department to disapprove. Mr. Reid in the course of his conversation with Mr. Caldwell, outlined in some detail and practically as stated in his letter the local hopes and expectations with respect to the proposed Peace Memorial and Peace Highway. He pointed out that the indiscriminate leasings of portions of the Semiahmoo Reserve might possibly very seriously affect the general proposition, and in any case that ultimately he was of the opinion the major portion of this reserve should be acquired or set aside for park purposes.

Mr. Caldwell informed Mr. Reid that the Department was prepared to offer every reasonable co-operation and assistance, but that in order to be justified in disapproving of leasing applications,

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

something definite should be of record which would warrant the Department in taking such action.
With respect to this phase of the matter Mr. Caldwell suggested to Mr. Reid that he should address a letter to you as Superintendent General, setting forth briefly the essential features of the local situation, and at the same time indicate that possibly a part, if not all, of the Reserve might later be acquired by some means for park purposes, and in direct relation to the Peace Memorial and Peace Highway. The present letter which you have received from Mr. Reid is the result of the conversation to which I have referred, and the copy which has been attached to the Departmental file may be considered in itself as sufficient justification for the Department to refuse to approve of any leasing applications which may be submitted--at least until such time as quite definite information is available with respect to the general scheme. There is at the moment no further action which the Department can take, and I am convinced that Mr. Reid would be quite satisfied with an assurance that nothing will be done by the Department which would at all prejudice the local interests in this matter.

(sgd) H. W. McGILL

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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13153-01

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
NOV 8 1932
RECEIVED

IN YOUR REPLY REFER TO
No. 33/9/26876.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666

VICTORIA, B.C., November 3, 1932.

Sir:-

I have the honor to transmit herewith copies of the under mentioned letters in regard to the desire of the Corporation of the District of Surrey to have the Semiahmoo Indian Reserve, New Westminster Agency, set apart for park purposes.

(1) Letter dated October 26th, addressed to the Superintendent of Indian Affairs, Parliament Buildings, B.C., with enclosure mentioned therein.

(2) Copy of my letter dated October 28th, to Mr. Indian Agent Daunt, New Westminster, asking for his views on the above.

(3) Copy of letter addressed to this office by Mr. Indian Agent Daunt, dated October 31st.

These letters will be self-explanatory and are forwarded to the Department so as to prepare the Department in case of its being asked by the Honourable Minister of Public Works to consider the proposal of the Surrey Corporation as made to him.

Your obedient servant,

P/KD.

Enclosures:-

Chas. C. Perry,
Asst. Indian Commissioner for B.C.

The Secretary,
Department of Indian Affairs,
Ottawa.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

File 13,153-101.

Ottawa, November 17, 1922.

MEMORANDUM.

The Honourable,
The Superintendent General.-

Referring to my memorandum of the 9th instant, dealing with the substance of a letter which you had received from Mr. T. Reid, M.P., concerning the Semiahmoo Indian Reserve in the Municipality of Surrey, in the Province of British Columbia, I am attaching for your information a letter just received from Assistant Commissioner Perry, of Victoria, together with copies of a local exchange of correspondence respecting the matter in question. Might I request that when you have read these documents, they be returned for purposes of record.

(Sgd) H. W. McG.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

13153 101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEC 12 1932

File No.1-3-13B.

NEW WESTMINSTER, B.C.
December 7th, 1932.

SIR:-

Under date of October the 5th, I returned to you Cheque No.T7805 for Twenty-Five ($25.00) Dollars in favour of Mrs. George Sam, and which represented a refund of the rental paid by Messrs. Corcoran and Hilst for a permit to occupy land upon the Semiahmoo Indian Reserve.

This permit was held up and the Permittees after waiting some months requested to be relieved from their agreement.

I have heard nothing further from you and Messrs. Corcoran and Hilst have had no refund of the cheque.

Kindly look into the matter and have some action taken at your early convenience.

Your obedient servant,

A.O'N. Daunt.
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

a/c 336
Corcoran & Hilst
25 refund of rental for land on Semiahmoo Reserve
E Series
3616
Dec 17/32
Dup copy to
a/c Daunt

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

Minister's Office

A

MEMORANDUM

December 30, 1932

DR. MCGILL

With the return of the letter herewith, dated Dec. 24th and addressed to the Minister by Mr. John G. Farmer, Clerk of the Corporation of the District of Surrey, Cloverdale, B.C., concerning the Semiahoo (Semiahmoo) Indian Reserve, will you please furnish a draft reply for the Minister's signature.

Private Secretary.

Encl.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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Ottawa, January 7, 1938.

Dear Sir,-

I have received your letter of the 24th ultimo, in which you ask to be furnished with certain information concerning lessees or tenants on the Semiahmoo Indian Reserve.

It is not the practice of the Department to furnish details of leases or occupational agreements, but no doubt your local assessors can very easily obtain the desired information. If any difficulty is experienced, I would suggest that you get in touch with our local Agent Mr. A. O'N. Daunt, of New Westminster.

Yours very truly,

(Minister's signature)

John G. Farmer, Esq.,
Clerk, Corporation of the District of Surrey,
Cloverdale, B. C.

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

MANITOWAN
AP 30
34
P.O.

~~E. S. Gauthier, Esq.~~
~~Indian Agent~~
~~Fraser~~
~~Lac~~

The Secretary
Dept. Indian Affairs
Ottawa
Ont.

Department of Indian Affairs

Poor copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

Semiahmoo Indian Reserve,
White Rock, B.C.
April 18th, 1934.

To The Indian Agent,
New Westminster, B.C.

Dear Sir:-

I beg to make application to lease two acres of my land on the Semiahmoo Indian Reserve to the New Westminster Rotary Club for a period of ten years from May 1st, 1934, at an annual rental of $20.00, payable in advance.

It is understood that all buildings will be left on the ground on the expiry of the lease, and that the lessees have the option of renewal at a rental to be then decided.

Yours truly,

George [illegible]

[illegible]
Witness.

The original of this Document has been removed for [illegible] in the Records of the Indian [illegible].
DLT 4-1-2-8C
Signature
20/4/71 19

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

HARVEY M. STREIGHT
PRESIDENT
J. S. (JACK) McINTOSH
TREASURER
L. BARRY DAVIES
SERGEANT-AT-ARMS

DIRECTORS
SAM BOYD
CHRIS. BROWN
DR. BILL CLARKE
TOBY JACKSON
HARRY ORR
DOUG. GRIMSTON
PETE MOORE
IM. PAST PRESIDENT
DON McGUGAN

ROTARY CLUB OF NEW WESTMINSTER
CANADA

"HE PROFITS MOST WHO SERVES BEST"

SECRETARY:
JOE DORGAN
101 WESTMINSTER TRUST BUILDING
TELEPHONE 466

April 27, 1934.

The Indian Agent,
New Westminster, B. C.

Dear Sir:

We hereby apply to lease two acres of George Sam's property on the Semiahmoo Indian Reserve for a period of ten years from May 1st, 1934 at an annual rental of $20.00, payable in advance. The land desired being outlined on surveyor's sketch herewith.

It is understood that all buildings will be left on the ground on the expiry of the lease, and that the lessees have the option of renewal at a rental to be then decided.

Yours very truly,
ROTARY CLUB OF NEW WESTMINSTER,
Secretary.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

1315-3-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

INDIAN AFFAIRS
MAY 2 1934
RECORDS

File No.1-H-13

NEW WESTMINSTER, B.C.
April 27th, 1934.

Recommended to auth. as appears may be

SIR:-

I beg to forward you herewith an application received from the New Westminster Rotary Club to lease two acres in the Semiahmoo Indian Reserve, for the purpose of making a summer camp for under-privileged children. The consent of the Indian, George Sam, is also enclosed.

This is a very worthy object and as the land is being made no use of by the Indians, I am prepared to recommend it. I would, however, remind the Department that the Member, Mr. Thomas Reid has objected to leases and permits on this Reserve. I do not know how the matter stands at the moment.

Will you be good enough to let me have your views at your early convenience, as the Club wish to make preparations for the summer, as soon as possible.

Surveyor's description, linen sketch and blue print are enclosed with the application.

Your obedient servant,

A.O'N. Daunt.
Indian Agent.

Encls.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

File No. 13153-101.

Department of Indian Affairs

Canada

Lands and Timber Branch

DEPT. OF INDIAN AFFAIRS
MAY 16 1934
SURVEYS

Ottawa, May 16th, 1934.

Memo.-

Surveys,-

Referring to letter, description and plan hereunder, please prepare description for leasing purposes and covering property of Indian George Sam of the Semiahmoo Indian Reserve, which it is proposed to lease to the Rotary Club of New Westminster.

Director.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

13153-101

Ottawa, 17th May 1934

Description for lease

All that parcel of land situate in the Semiahmoo Indian reserve in Section One, Township One, W.C.M., New Westminster District, Province of British Columbia, containing two acres, more or less, as shown indicated in red on a plan of survey made by D.J.McDugan, B.C.L.S., dated April 21st 1934, a copy of which is attached.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

Lands

13153-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Ottawa, 17th May 1934

Description for lease

All that parcel of land situate in the Semiahmoo Indian reserve in Section One, Township One, W.C.M., New Westminster District, Province of British Columbia, containing two acres, more or less, as shown indicated in red on a plan of survey made by D.J.McGugan, B.C.L.S., dated April 21st 1934, a copy of which is attached.

HR

3 B.P. Copies of plan for attaching above under HR

D.J. McGugan
BCLS

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

THIS INDENTURE, made in triplicate this twenty-second day of May in the year of our Lord one thousand, nine hundred and thirty four,

Between HIS MAJESTY KING GEORGE V. represented by the Superintendent General of Indian Affairs,

of the First Part,

and ROTARY CLUB OF NEW WESTMINSTER, of the City of New Westminster in the Province of British Columbia,

of the Second Part,

WITNESSETH that for and in consideration of the rents, covenants, and agreements, hereinafter reserved and contained on the part of the Party of the Second Part to be paid, observed, and performed, the Party of the First Part hath demised and leased, and by these presents doth demise and lease unto the Party of the Second Part, all that parcel of land situate in the Semiahmoo Indian Reserve in section one (1), township one (1), W.C.M., New Westminster District, Province of British Columbia, containing two acres more or less, as shown indicated in red on a plan of survey made by D.J.McGugan, B.C.L.S., dated April 21st 1934, a copy of which is attached hereto; together with all and singular the appurtenances to the said premises belonging.

(now attached to original copy of lease)

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said Party of the Second Part, its executors, administrators, and assigns, for and during and to the full end and term of ten (10) years to be computed from the first day of May A.D. 1934 thenceforth next ensuing and fully to be completed and ended, provided that this lease may be renewed for a further term of years at a rental to be decided [illegible] the expiration of the term hereby granted, SUBJECT

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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rent or sum of twenty dollars ($20.00) without any deduction, defalcation, or abatement whatsoever, the first payment of rent now to accrue and to be paid on the execution and delivery of these presents and the second and subsequent instalments of rent to be paid yearly in advance on the first day of May in each and every year during the term hereby granted.

AND THE SAID PARTY OF THE SECOND PART doth hereby for itself, its executors, administrators, and assigns, covenant with the said Party of the First Part that it, the said Party of the Second Part, its executors, administrators, and assigns shall and will from time to time and at all times during the continuance of the said term well and truly pay to the said Party of the First Part, his heirs and successors, the said yearly rent on the days and times the same shall respectively become due as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever, which now are or hereafter shall be during the said term payable in respect of the said land, whether the same be rated on the landlord or tenant thereof; and also that it, the said Party of the Second Part shall not nor will, during the said term, grant, demise, transfer, or set over, or by any act or deed, procure or cause the said lands to be granted, demised, transferred, or set over nor any part thereof nor any estate, term, or interest therein, to any person or persons whomsoever, without the consent in writing of the Party of the First Part, first had and obtained in writing, which said consent in writing it is also agreed shall be necessary to a second or subsequent assignment or transfer of the said premises or of any term or interest therein. And also that the said Party of the Second Part, its executors, administrators, and assigns, shall not at any time during the term hereby granted, lop, top, cut down or destroy any trees that may be growing on the said land further than may be necessary for fuel, fences, and building

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

timber for the use of the said premises and to be used thereon. And shall not nor will sell or use, or permit or suffer to be sold or used on said premises, any spirituous liquors, wines, ale, beer, or any intoxicating beverage whatever. And further, that the said Party of the Second Part, its executors, administrators and assigns shall and will, from time to time, and at all times during the continuance of the said term keep the fences, barns, houses, and buildings now on or hereafter to be erected upon the said lands in a good and tenantable state of repair, and the said fences, barns, houses, and buildings, so repaired shall and will at the expiration or other determination of the said term which shall first happen, peaceably and quietly leave, surrender, and yield up all and every part thereof unto the said Party of the First Part, his heirs and successors, without the payment of any allowance by the said Party of the First Part of any sum of money whatever to the said Party of the Second Part, its executors, administrators, or assigns, or any tenants or occupiers of the said lands for any houses, buildings, fences, or improvements erected or made by the said Party of the Second Part its executors, administrators or assigns or any tenants or occupiers of said lands or improvements or any of them or any part thereof.

AND THE SAID PARTY OF THE FIRST PART, for himself, his heirs, and successors hereby covenants to and with the said Party of the Second Part, its executors, administrators, and assigns, that the said Party of the Second Part, its executors, administrators, and assigns, well and truly paying the said yearly rent and observing the covenants and agreements herein contained shall quietly and peaceably hold, occupy, possess, and enjoy the said lands and premises with the appurtenances during the term hereby granted without any disturbance whatever by the said Party of the First Part, his heirs, and successors.

PROVIDED ALWAYS, and it is hereby expressly agreed

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

that if the rent hereby reserved or any part thereof shall at any time be in arrears or unpaid for the space of thirty days next after the days or any of them whereon the same shall become due, whether the same be demanded or not, or in case of breach or non-performance of any of the covenants herein contained on the part of the Party of the Second Part to be observed and performed, then in such case or cases or either of them it shall be lawful for the Party of the First Part his heirs or successors or either of them, at any time after the expiration of the said thirty days into and upon the said lands or any part thereof in the name of the whole to re-enter and the same to have again, repossess, and enjoy as if this indenture had never been made, and in case of such re-entry this present indenture and every clause, matter, and thing herein contained, and the term hereby granted shall cease, determine, and be absolutely void and the Party of the First Par shall thereupon hold the said lands and premises utterly discharged of this lease and of all covenants and provisoes herein contained.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, Sealed, and DELIVERED in the presence of	)	
	)	
	)	
	)	
as to the signature of the Deputy Superintendent General of Indian Affairs	)	Deputy Superintendent Gen of Indian Affairs
	)	NEW WESTMINSTER ROTARY CLUB
	)	
	)	Presi
	)	
as to the signatures of the President and Secretary of New Westminster Rotary Club.	)	Secretary

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor copy

PUBLIC ARCHIVES
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CANADA

13153-101.

May 23rd, 1934.

Sir,-

Referring to your letter of the 27th ultimo and prior correspondence, I enclose herewith Lease in triplicate, in favour of the Rotary Club of New Westminster, covering part of Semiahmoo Indian Reserve (2 acres in Sec. 1, Township 1), for signature and, afterwards, to be returned to the Department for final execution.

Your obedient servant,

Acting Director.

Enclosures.

A. O'N. Daunt, Esq.,
Indian Agent,
New Westminster, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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13153-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUN 20 1934
RECORDS

File No.1-3-13.

NEW WESTMINSTER, B.C.
June 15th, 1934.

Department File No.13153-101.

SIR:-

Lease 335
Folio 53
Vol. IV

Referring to your letter dated the 23rd ultimo, I beg to return herewith Lease, in triplicate, in favour of the Rotary Club of New Westminster, covering part of Semiahmoo Indian Reserve, (2 acres in Sec. 1, Township 1), duly signed by the President and Secretary of the Club, for final execution by the Department.

I have collected the rental for the period May 1st, 1934 to May 1st, 1935, which will be remitted at the end of the month in the usual manner.

Your obedient servant,

A.O'N. Daunt.
Indian Agent.

Encls.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

13153-101

June 23rd, 1934.

Sir,-

Referring to your letter of the 15th instant, I enclose, herewith, for the usual disposition, Lease No. 335, in duplicate, in favour of the New Westminster Rotary Club, for signature and, afterwards, to be returned to the Department for final execution.

Your obedient servant,

Enclosures.

Director.

A. O'N. Daunt, Esq.,
Indian Agent,
New Westminster,
B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN OF A PORTION OF SEMIAHMOO INDIAN RESERVE, TOWNSHIP 1, W.C.M., NEW WESTMINSTER DISTRICT, SHOWING POSITION OF PROPOSED LEASE IN RED.

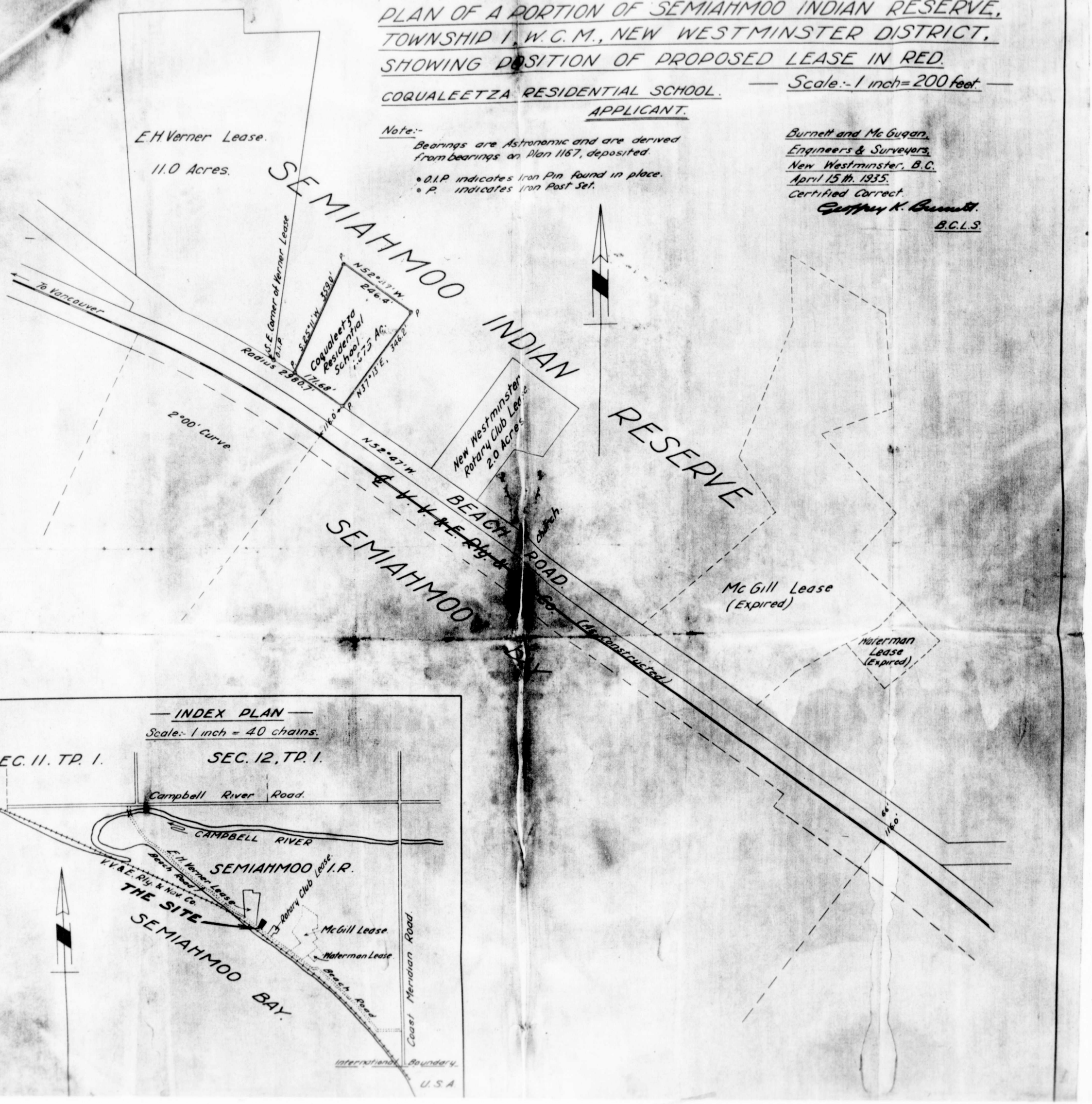
COQUALEETZA RESIDENTIAL SCHOOL.
APPLICANT.

— Scale:- 1 inch = 200 feet. —

Note:-
Bearings are Astronomic and are derived from bearings on Plan 1167, deposited.

• O.I.P. indicates Iron Pin found in place.
• P. indicates Iron Post Set.

Burnett and Mc Gugan,
Engineers & Surveyors,
New Westminster, B.C.
April 15th. 1935.
Certified Correct.
Geoffrey K. Burnett.
B.C.L.S.



GEOFFREY K. BURNETT
C.E., B.C.L.S.,
RESIDENCE PHONE 479-X-8

D. J. McGUGAN
B.A.SC., D.L.S., B.C.L.S.
RESIDENCE PHONE 782

BURNETT & McGUGAN

Professional Civil Engineers
Dominion and B. C. Land Surveyors
and Draughtsmen

LAND AND MINERAL CLAIM SURVEYS
SUBDIVISIONS AND TIMBER LIMITS

SEWERAGE AND WATER SUPPLY
IRRIGATION AND DRAINAGE

TELEPHONE 232
30 McKENZIE ST.

INDIAN OFFICE
NEW WESTMINSTER
APR 17 1935

NEW WESTMINSTER, B.C., April 16th.,1935.

Description of a portion of Semiahmoo Indian Reserve in Section 1, Township 1, W.C.M., New Westminster District, for The Coqualeetza Residential School, instructions, Rev. R.C.Scott.

ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being a portion of the Semiahmoo Indian Reserve in Section 1, Township 1, W.C.M., District of New Westminster, Province of British Columbia, and being more particularly described as follows:

COMMENCING at an iron post set on the Northeasterly Boundary of Beach Road, in said Semiahmoo Indian Reserve, at a point 75.3 feet Southeastwardly from the Southeast corner of that portion of said Reserve heretofore leased to E.H.Verner;

thence Southeastwardly and following the said Northeasterly Boundary of Beach Road, 171.68 feet to an iron post;

thence N. 37° 13' E., 346.2 feet to an iron post;
thence N. 52° 47' W., 246.4 feet to an iron post;
thence S. 25° 11' W., 359.0 feet to the point of commencement, and containing, by admeasurement, 1.~~675~~ 1.661 acres, be the same more or less, as shown on the plan hereunto annexed and thereon outlined in red colour.) on file

---

GKB:ES.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE
NEW WESTMINSTER
APR 17 1935

Semiahmoo Indian Reserve.
WHITE ROCK, B.C.
April 11th, 1935.

To the Indian Agent,
New Westminster, B.C.

Dear Sir:-

I beg to make application to lease a portion of my allotment on the Semiahmoo Indian Reserve, to the Cequalestza Indian Residential School, for a summer camp site, for a period of ten years from June 1st, 1935, at an annual rental of forty dollars, payable yearly in advance. There are about two acres in this piece of land, but this will be shown definitely by the survey.

George Sam

Witness to signature of George Sam

Broadwell

The original [illegible] has been received from the Records of the Indian Land [illegible]
DLT 4-1-2 EC
20/4/71

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

File No. 1-3-13.

New Westminster, B.C.
April 17th, 1935.

Lands

SIR:-

I beg to forward you, herewith, an application from the Reverend Mr. Scott, on behalf of the Coqualeetza Indian Residential School, to lease 1.675 acres on the Semiahmoo Indian Reserve, for a period of ten years, at an annual rental of Forty dollars.

An application from the Indian concerned, George Sam, is also enclosed, together with Surveyor's description Linen Sketch and blue print.

The land is required for a summer camp for those pupils of the school who do not go home for the holidays, and I would recommend that the application be granted.

As Rev. Mr. Scott is going to Ottawa immediately, perhaps the Department could have him sign the lease, when drawn, instead of sending it here, where it would, under the circumstances, be doubtless subject to delay.

Your obedient servant,

A.O'N.Daunt,
Indian Agent.

Encls.

The Secretary,
Department of Indian Affairs,
OTTAWA,- Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

Description A.K. with
area as amended
to 1.661 acres

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2
pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

13153-101.

May 10, 1935.

Sir,-

Referring to your letter of the 17th ultimo, I enclose Lease, in triplicate, in favour of Rev. R. C. Scott, for Coqualeetza Indian Residential School, covering a portion of Semiahmoo Indian Reserve, for signature by the lessee, and to be returned to the Department for final execution.

Your obedient Servant,

Enclosure.

Director.

A. O'N. Daunt Esq.,
Indian Agent,
New Westminster,
B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Poor copy

13153-101

MAY 27 1935
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

File No.1-3-13 J.

NEW WESTMINSTER, B.C.
May 21st, 1935.

Lot 1-0

SIR:-

With reference to your letter dated the 10th instant, File No.13153-101, I beg to forward you herewith, Lease, in triplicate, in favour of Reverend R.C. Scott, for Coqualeetza Indian Residential School, covering a portion of Semiahmoo Indian Reserve, duly signed, for final execution by the Department.

Lease No 3 64
File 118
J.N. W

Your obedient servant,

A.O'N. Daunt.
Indian Agent.

Encls.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REC'D.

13153-101.

May 29, 1935.

Sir,-

Referring to your letter of the 21st instant, I enclose, for the usual disposition, Lease No. 364, in duplicate, in favour of Rev. R. C. Scott, for Coqualeetza Indian Residential School, covering land in the Semiahmoo Indian Reserve.

Enclosure.

Your obedient Servant,

Director.

A. O'N. Daunt, Esq.
Indian Agent,
New Westminster,
B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Burnaby Lake P. O., B.C.,
February 5th, 1936.

A. O. N. Daunt, Esq.,
Indian Agent,
Dept. of Indian Affairs,
NEW WESTMINSTER, B.C.

Dear Sir:

Will you kindly have the Lease No. 285, File 13.153-101, Semiahmoo Indian Reserve near White Rock, B.C., which now stands in my name, transferred to S. H. Wyborn, 1505 - 18th Ave., New Westminster, B.C.

Mr. Wyborn fully understands that all liabilities and responsibilities in connection with the above lease are assumed by him.

Yours truly,

E. H. Verner

E. H. VERNER

The original of this Document has been removed for reference in the Records of the Indian Land Registry.
DL 442 Signature
20/4/71 19

INDIAN OFFICE
NEW WESTMINSTER
FEB 7 1936

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1505 - 18th Ave.,
NEW WESTMINSTER, B.C.,
February 5th, 1936.

A. O. N. Daunt, Esq.,
Indian Agent,
Dept. of Indian Affairs,
NEW WESTMINSTER, B.C.

Dear Sir:

I wish to make application to have transferred to my name, S. H. Wybern, 1505 - 18th Ave., New Westminster, B.C., Lease No. 285, File 13.153-101, Semiahmoo Indian Reserve, near White Rock, B.C., which now stands in the name of E. H. Verner.

I agree to all the terms set out in this lease.

Yours truly,

S. H. Wybern

S. H. WYBERN

The original of this Document has been removed for reproduction in the Records of the Indian Land Registry.

DLT 4-v2. 2C4
Signature

20/4/21 19

INDIAN OFFICE
NEW WESTMINSTER
FEB 7 1936

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
FEB 12 1936
RECORDS

File No.1-3-13 H.

NEW WESTMINSTER, B.C.
February 7th, 1936.

SIR:-

I beg to forward you herewith, an application received from Mr. E.H. Verner to transfer Lease No.285, Semiahmoo Indian Reserve, to Mr. S.H. Wyborn.

Mr. Wyborn's application to take over this lease is also attached, together with the duplicate and triplicate copies of the lease for endorsation.

Mr. Verner is Chief Engineer of the Provincial Public Works Department and having been transferred to Vancouver, finds that he cannot use the property, so I would recommend that the application be granted and the lease duly turned over to Mr. Wyborn.

Rental has been paid by Mr. Verner up to August 1st, 1936.

Rental paid to 10/7/36

Your obedient servant,

A.O'N. Daunt.
Indian Agent.

ENCLS.

The Secretary,
Department of Indian Affairs,
OTTAWA, ONT.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

15155-101.

EX'D.

February 14, 1906

Sir,-

Referring to your letter of the 7th instant, I enclose Lease No. 225, in duplicate, covering land in the Semiahmoo Indian Reserve with transfer to S. H. Wyborn endorsed thereon.

Your obedient Servant,

Enclosure.

Director

A. O'N. Daunt, Esq.,
Indian Agent,
New Westminster,
B. C.

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN OF 3·04 ACRE PORTION OF SEMIAHMOO INDIAN RESERVE, TOWNSHIP 1, W.C.M., NEW WESTMINSTER DISTRICT, SHOWING PROPOSED LEASE IN RED.

Scale:- 100 Feet = 1 Inch.

Legend.

Bearings are astronomic. Coast Meridian Road is assumed North.

O.I.P. indicates iron pin found.

I.P. indicates iron pin set.

P. indicates wooden post set.

Applicants.

National Council of Jewish Women

Certified Correct.

D. J. McGugan

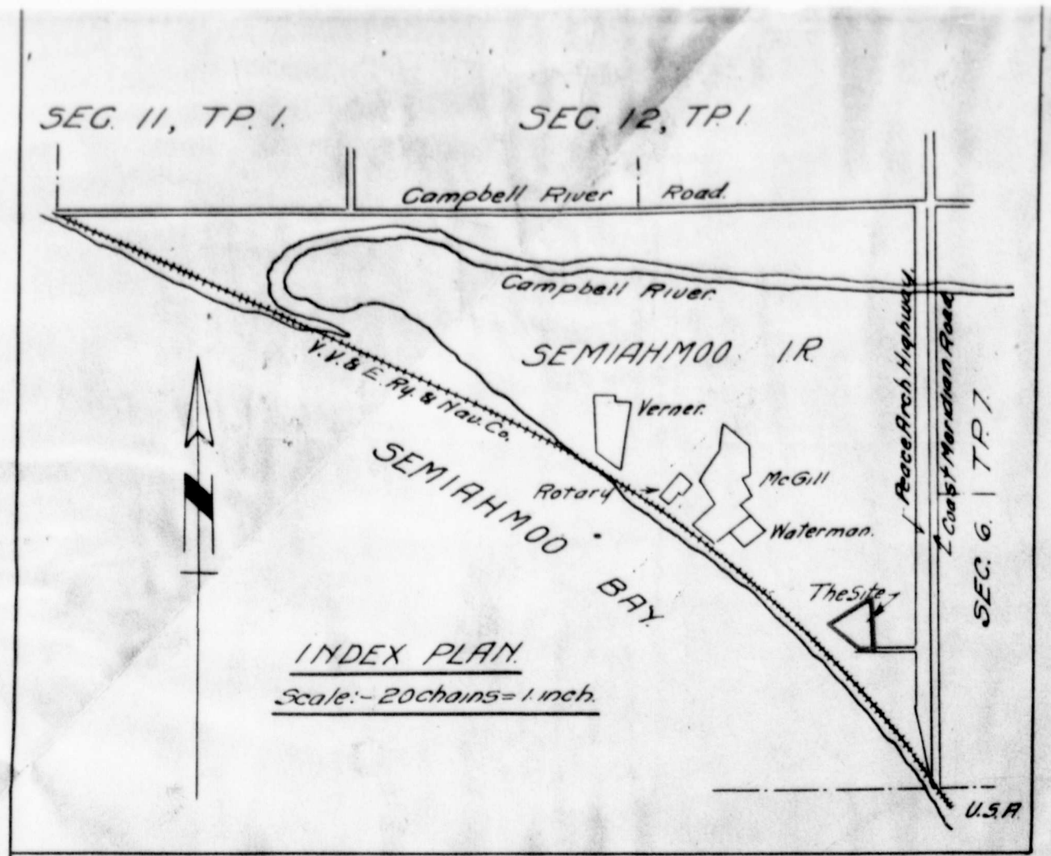
D.L.S. & B.C.L.S.

Burnett & McGugan.

Engineers & Surveyors,

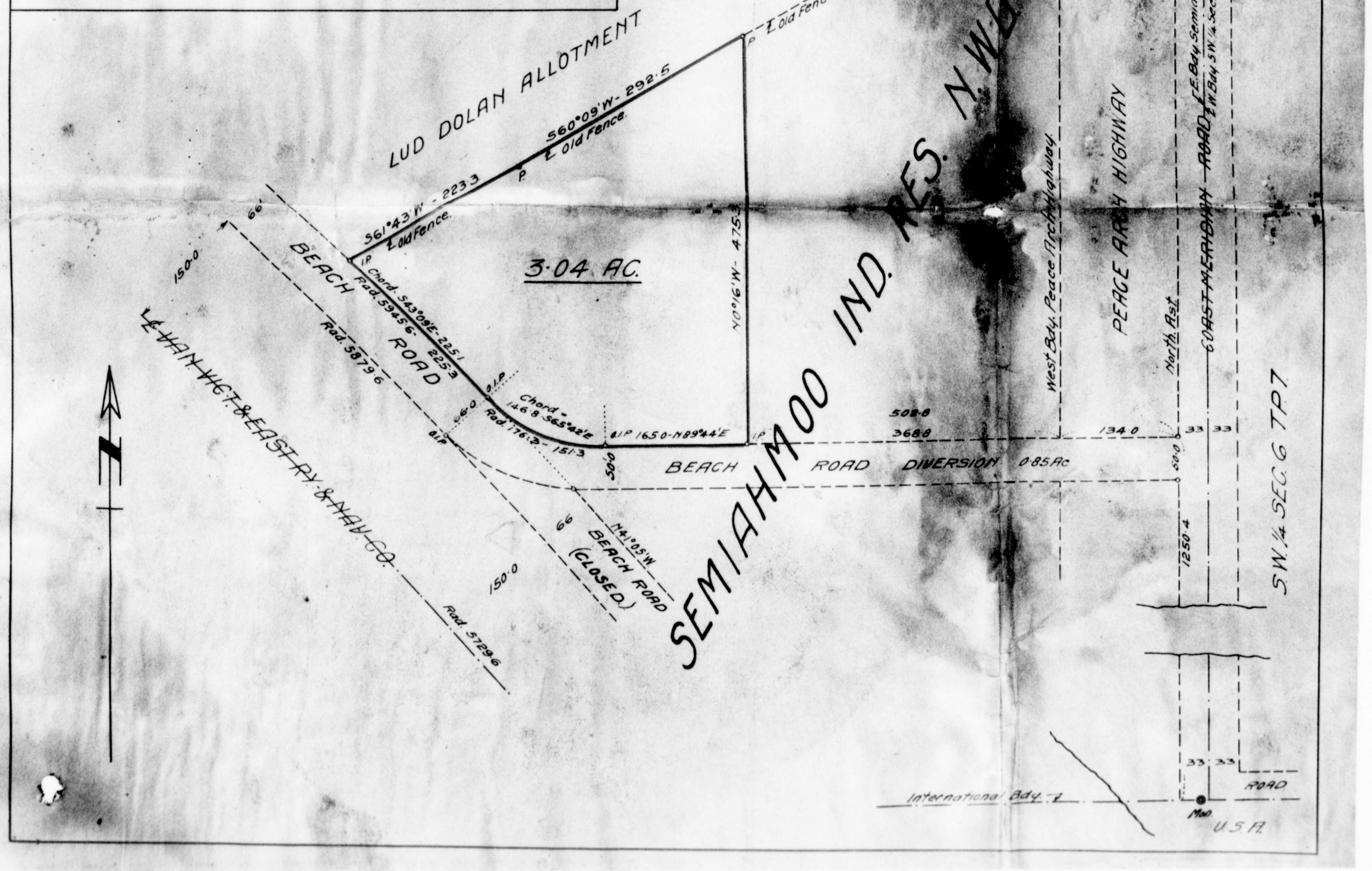
New Westminster.

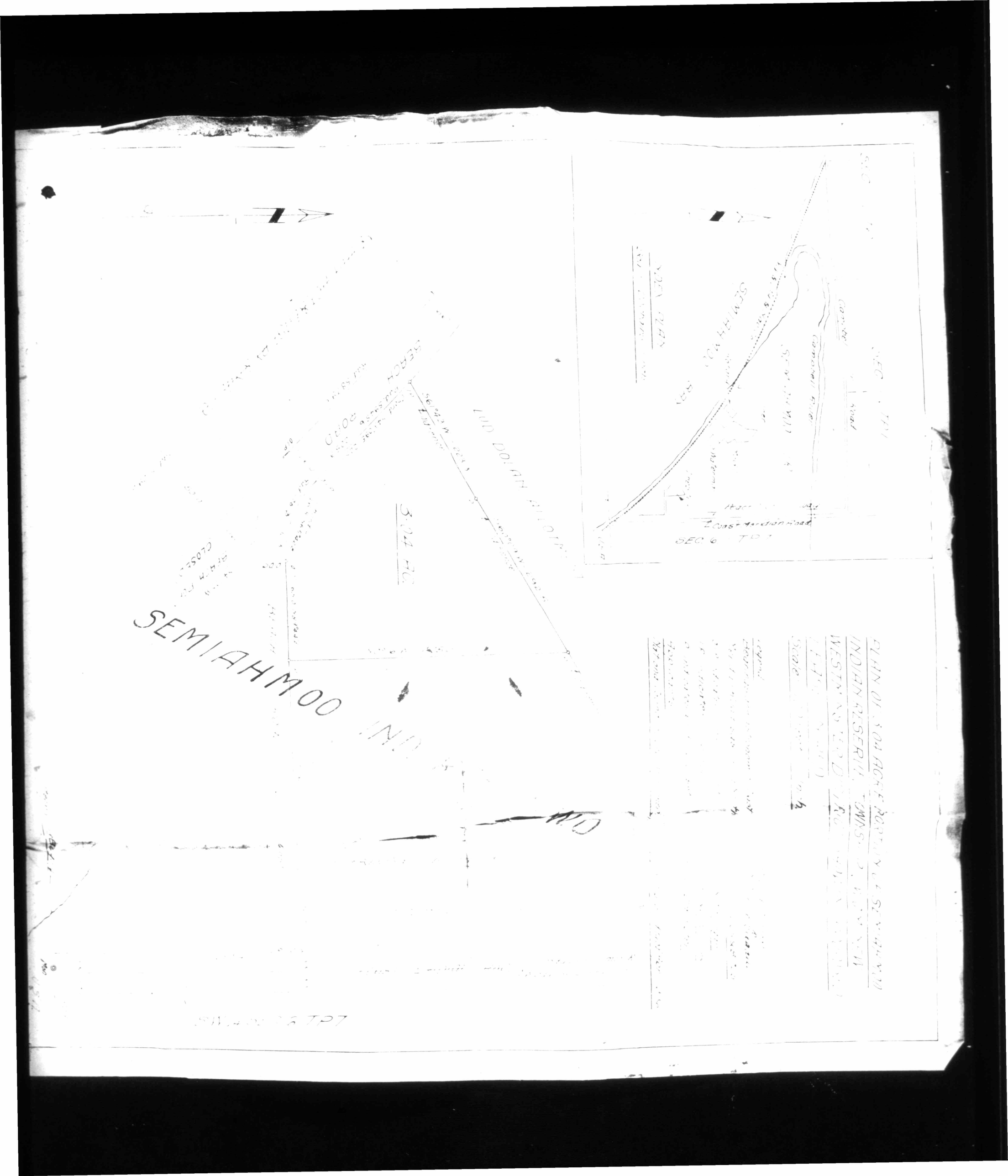
Dated this 13th day of April, 1936.



INDEX PLAN.

Scale:- 20 chains = 1 inch.




PLAN OF SOUTH PORT ROSS, N.C. & SEMIAHMOO
INDIAN RESERVATION
WESTERN ASSOCIATES LTD.
Scale
SEMIAHMOO
IND
LUD DOWN ALLOTMENT
3.04 AC.
BEACH
CLOSED
Coast Meridian Road
SEC. 6 T.D.7
SEC. 6 T.D.7

GEOFFREY K. BURNETT
C.E., B.C.L.S.
RESIDENCE PHONE 479-X9

D. J. McGUGAN
B.A.SC., D.L.S., B.C.L.S.
RESIDENCE PHONE 788

BURNETT & McGUGAN

Professional Civil Engineers
Dominion and B. C. Land Surveyors
and Draughtsmen

LAND AND MINERAL CLAIM SURVEYS
SUBDIVISIONS AND TIMBER LIMITS

SEWERAGE AND WATER SUPPLY
IRRIGATION AND DRAINAGE

TELEPHONE 282
30 McKENZIE ST.

NEW WESTMINSTER, B. C., April 13, 1936.

Description of a portion of Semiahmoo Indian Reserve for the National Council of Jewish Women.

ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being in the Semiahmoo Indian Reserve, New Westminster District, Province of British Columbia and being contained within the following described boundaries, that is to say:-

COMMENCING at an iron pin set on the Northerly Boundary of the Beach Road Diversion, the same being 368.8 feet South 89° 44' West (Ast.) from the Westerly Boundary of the Peace Arch Highway;

thence North 0° 16' West, (Ast.), 475.3 feet, more or less to a post set on the Southerly boundary of Lud Dolan's Allotment;

thence South 60° 09' West, (Ast.) and following the said Southerly Boundary, 292.5 feet to a post;

thence South 61° 43' West, (Ast.) and following the said Southerly Boundary, 223.3 feet, more or less to an iron pin set on the Easterly Boundary of Beach Road;

thence on a curve right of radius 5945.6, and following the said Easterly Boundary a distance of 225.3 feet to an iron pin set for the most northerly corner of the said Beach Road Diversion, aforesaid;

thence on a curve left of radius 176.3 feet and following the Northerly Boundary of said Beach Road Diversion, 151.3 feet to an iron pin;

thence North 89° 44' East, (Ast.) and following the said Northerly Boundary 165.0 feet to the point of commencement and containing by admeasurement, 3.04 acres, be the same more or less, as more particularly shown on the plan hereunto annexed and thereon outlined with Red Colour.

D. J. McGugan
Dom. & B.C. Land Surveyor.

Burnett & McGugan,
Engineers and Surveyors,
NEW WESTMINSTER B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

March 25th. 1936.

INDIAN OFFICE
NEW WESTMINSTER
APR 15 1936

A. O. N. Daunt, Esq.,
Indian Agent,
New Westminster, B.C.

Dear Sir:

We hereby agree to lease the THREE ACRES, more or less, fronting on the Beach Road, North of the Old Ball Park, on the Semiahmoo Indian Reserve, White Rock, from George Sam, for a term of TEN YEARS (10) at a yearly rental of FIFTY ($50.00) dollars with option to renew the same for a further period.

Vancouver Section
National Council of Jewish Women.

Mrs H B Cohen - P.

Mrs. H. G. Wilensky

Mrs. Max M. Cronson

Mrs. J. J. Bergman

Wilmer Hughes

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

Poor copy

INDIAN OFFICE
NEW WESTMINSTER
APR 10 1936

A. O. N. Daunt, Esq.,
Indian Agent,
New Westminster, B.C.

Dear Sir:

I George Sam, hereby agree to lease the THREE ACRES, more or less, fronting on the Beach Road, North of the old Ball Park, on the Semiahmoo Indian Reserve, White Rock, B. C., to the "Vancouver Section, National Council of Jewish Women" for a term of TEN YEARS at a yearly rental of FIFTY ($50.00) Dollars with option to renew the same for a further period.

Dated at White Rock, B.C.
26th day of March A.D.
1936.

George Sam

Witness
David Angus

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Poor copy

13153-101

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

File No. 1-3-13.

New Westminster, B.C.
April 15th, 1936.

DEPT. OF INDIAN AFFAIRS
APR 20 1936
RECORDS

SIR:-

I beg to forward you herewith, an application from George Sam, an Indian of the Semiahmoo Band, to lease 3.04 acres of this land, to the "Vancouver Section, National Council of Jewish Women", for a period of Ten years, at an annual rental of Fifty Dollars.

Surveyor's Description, Linen Sketch, and Blue Print are also enclosed.

The National Council wish to place a childrens' camp on the land during the months of July and August. This means that they will erect comfortable buildings, and lay on water. There will also be a sale for vegetables, milk, etc. during those months.

In considering the proposition, I wish to remind the Department that the Member, Mr. Thomas Reid, does not care for leases on this Reserve, which a certain section of the community are anxious to acquire for Park purposes.

This Indian does not use his land, which is in rough scrub bush and bracken. It is ideal for camp sites, such as the present, and there are already two childrens' camps on it, viz: those of the New Westminster Rotary Club, and of our own Coqualeetza Indian Residential School. These offer the Indian a very fair opportunity to dispose of all the garden truck and milk he cares to produce, besides the rent money. I therefore recommend the lease, subject to the above reservation.

Your obedient servant,

A.O'N.Daunt,
Indian Agent.

ENCLS.

The Secretary,
Department of Indian Affairs.
OTTAWA.- Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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File 13153-101.

EXD.

Ottawa, April 23, 1936.

MEMORANDUM.

The Honourable,
The Superintendent General,-

The Department has received application from the "Vancouver Section, National Council of Jewish Women," to lease a parcel of land containing 3.4 acres, in the Semiahmoo Indian Reserve, in the New Westminster Agency, for a period of ten years, for the purpose of establishing a children's camp thereon during the months of July and August. The Semiahmoo Indian Reserve practically adjoins the International Highway, where it crosses the border, and for some time the Municipal authorities of the District of Surrey, within which district the reserve is located, have been petitioning the Department to set aside this reserve for parks purposes. Mr. T. Reid, M.P., is very much interested in this matter and has repeatedly made representations to the Department in this connection, requesting that further leases should not issue pending definite decision with regard to the matter of obtaining these lands for park purposes.

A few short term leases are at present current on this reserve, and it is my opinion the Department would be justified in declining to grant other leases in view of the fact that, as I have stated, there is a proposition under consideration to develop this reserve as a park in connection with the International Highway. Subject to your approval, therefore, I propose advising the present applicants for a lease of the existing situation, and to the effect that, for these reasons, a lease cannot be granted.

Appl. 24/36

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

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Minister's Office

MEMORANDUM

May 18, 1936

Dr. McGill

Re: Application of Vancouver Section, National Council of Jewish Women, to lease parcel land in Semiahmoo Indian Reserve, New Westminster Agency, for children's camp, July & August.

Your memorandum of April 23rd is returned herewith (your file 13153-101).

Attached also is a letter from Mayor McGeer (M.P.) (May 16), enclosing copy of a telegram in connection with the above application.

Will you please furnish a draft reply to Mayor McGeer, with a return of the correspondence.

W.J.F.Pratt
Private Secretary.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

EXD.

Ottawa, May 21, 1926.

Dear Mr. McGeer,-

I have before me your letter of the 6th instant, to which was attached copy of a telegram received by you from Mr. Harry Rosenbaum of Vancouver, on behalf of the Vancouver Council of Jewish Women, which organization has made application to the Department for a lease of a parcel of land in the Semiahmoo Indian Reserve, in the New Westminster Agency.

As you are aware, the Semiahmoo Indian Reserve is located very close to that particular point at which the International Highway crosses into British Columbia, and for some time the Municipal authorities of the District of Surrey and other influential parties have been urging the Department not to grant any further leases on this reserve, as it is hoped that these Indian lands may by some means or other in the near future, be set aside for parks purposes. For this reason the Department has decided that it would be inadvisable to grant further leases of lands in this reserve, and I regret, therefore, that the application submitted by the Vancouver Council of Jewish Women cannot be approved.

Yours sincerely,

G. G. McGeer, Esq., K.C., M.P.,
House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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File No. 131553-101

Credit Advice

MEMO. May 20th 1936

The following remittance has been received from

Indian Agent A. O. N. Daunt at New Westminster

and recorded in the Official Cash Book. Folio .....

Amount $ 30.00

Agency Receipt No. 15393 dated 8.5.36

Payer New Westminster Rotary Club on account of Rental

Acct. # 62

B.

For Treasury Branch.

Mc. McMillan

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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12/53-101

FORM 6122

CLASS OF SERVICE	SYMBOL
Full-Rate Message	
Day Letter	L
Night Message	NM
Night Letter	NL

If none of these three symbols appears after the check (number of words) this is a full-rate message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

D. E. GALLOWAY, ASSISTANT VICE-PRESIDENT, TORONTO, ONT.

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

27MOFE 36 COLLECT NL

STANDARD TIME

NEW WESTMINSTER BC 27 MAY

DEPT. OF INDIAN AFFAIRS MAY 28 1936 RECORDS

SECRETARY DEPT INDIAN AFFAIRS 647

OTTAWA ONT

REFERENCE APPLICATION FOR LEASE SEMIAHMOO RESERVE FROM NATIONAL COUNCIL JEWISH WOMEN SENT YOU APRIL FIFTEENTH PARTIES PRESSING FOR REPLY AS SEASON IS ALMOST HERE KINDLY ADVISE AT ONCE WHETHER THIS WILL BE GRANTED OR NOT

A O'N DAUNT

121AM

Copied now.

THE SENDER of this message is awaiting your reply. Will you help us give him SERVICE by answering at the earliest moment? PHONE ... for QUICK service. CANADIAN NATIONAL TELEGRAPHS

CNT-6144

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13153-101.

CANADIAN NATIONAL TELEGRAPHS

W. G. BARBER, GENERAL MANAGER, TORONTO, ONT.

Exclusive Connection with WESTERN UNION TELEGRAPH CO.
Cable Service to all the World
Money Transferred by Telegraph

RECEIVER'S NO.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, May 28, 1936.

A. O'N. Daunt,
Indian Agent,
New Westminster,
B. C.

Application for lease portion Semiahmoo Reserve received from National Council Jewish Women cannot be approved as strong objection taken any further leasing in view possibility reserve required other purposes connection with International Highway Stop Applicants so advised through local Federal Member.

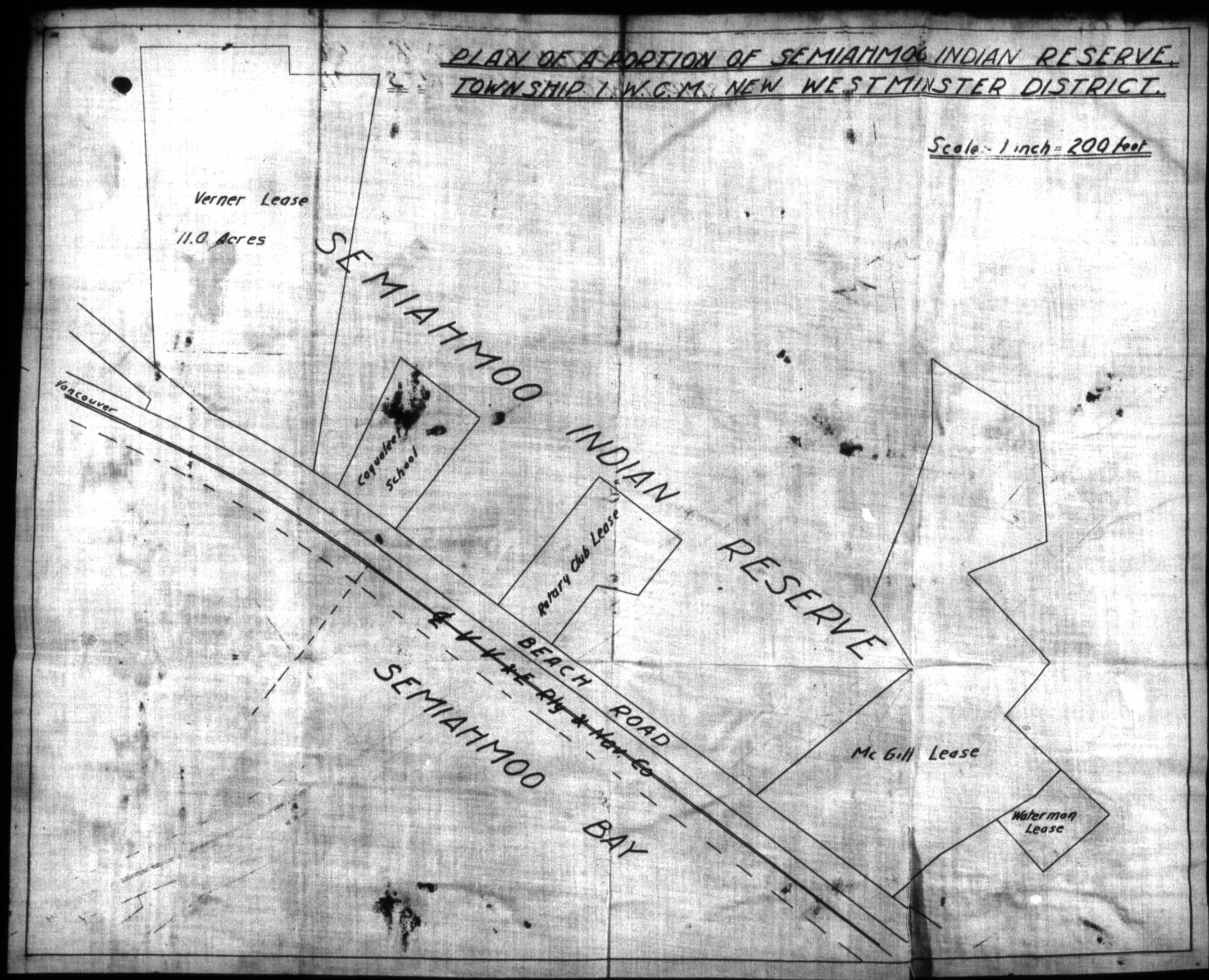
(Charge D.I.A.)

A. F. MacKenzie.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy



Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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ARCHIVES PUBLIQUES
CANADA

Poor Copy

C O P Y

GRAND LODGE OF BRITISH COLUMBIA

OFFICE OF THE GRAND MASTER

Cloverdale, B.C.

March 20th, 1939.

Thomas Reid, Esq. M.P.
Ottawa, Ontario.

Dear Mr. Reid:—

Referring to your letter of January 14th, I have today received a plan of a part of the Seimahmoo Indian Reserve near White Rock, portion of which my Grand Lodge would like to lease for the purpose of providing a summer home for under-privileged children.

If you will refer to this plan, you will see there is noted a parcel designated "Yerner Lease". This I understand was not completed and is still available. If all or a portion of it could be secured, this would be more than ample for our purpose.

Will you please give this matter your further attention and oblige.

Yours faithfully,

(Sgd.) Fabian Hugh.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Poor Copy

House of Commons
Canada , Ottawa, May 3rd, 1939.

Dr. H. W. McGill,
Indian Affairs Branch,
165 Sparks St.,
O T T A W A.

Dear Dr. McGill:-

Enclosed please find plan and copy of appeal which I received from the Grand Master of the Lodge of Oddfellows in British Columbia requesting Lease of a portion of Semiahmoo Indian Reserve near White Rock.

The object of this is for the purpose of providing a summer home for under-privileged children.

It would be appreciated very much indeed if you would have this request looked into with a view of granting the same.

I remain,

Yours very truly,

Tom Reid.

Member for New Westminster.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

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File 13153-101

Ottawa, May 10, 1939.

Dear Mr. Reid,-

I wish to acknowledge receipt of your letter of May 3rd, to which was attached copy of one addressed to you by Mr. Fabien Hugh, Grand Master of the Oddfellows in the Province of British Columbia.

Mr. Hugh in his letter referred to what is described as the "Verner Lease," covering a parcel of land in the Semiahmoo Indian Reserve near White Rock.

Our records indicate that this parcel of land in the Semiahmoo Indian Reserve was originally leased to one, S. H. Wyborn, and in 1936 transferred to Mr. E. H. Verner, of Burnaby Lake, B. C. Mr. Verner has paid rental to date, and therefore, the lease remains active, and the premises are not at present available for any other purpose.

Yours very truly,

Director of Indian Affairs.

Tom Reid, Esq., M.P.,
House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
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CANADA

13153-181

House of Commons
Canada , Ottawa, May 16th, 1939.

Dr. H. W. McGill,
Director Indian Affairs Branch,
165 Sparks St.,
O T T A W A.

Dear Dr. McGill:-

I am in receipt of your communication of May 10th in answer to my letter of May 3rd when I appealed to you on behalf of the Oddfellows Lodge in the province of British Columbia, who are desirous of acquiring a lease on a portion of the Semiahmoo Indian Reserve near White Rock with the view of their establishing a summer camp there for undernourished children.

In your letter you state that the "Verner Lease" is still active and so not available for any other purpose and I am so advising Mr. Fabian Hugh, Grand Master of the Oddfellows and who sent me the request. It may well be, however, that another portion of the Reserve would be just as suitable and trust that it may be possible for your Department to grant the same.

Yours very truly,

T. Reid.

Member for New Westminster.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13.153-101

Department of Mines & Resources
Indian Affairs Branch.
MAY 26 1939
RECORDS

House of Commons
Canada

Ottawa, May 25th, 1939.

R

Dr. H. W. McGill,
Director of Indian Affairs,
165 Sparks St.,
O T T A W A.

Dear Dr. McGill:-

I am writing you with further reference to the appeal which I made to you a short time ago on behalf of the Grand Lodge of Oddfellows of British Columbia, who are very desirous of obtaining a lease to develop a childrens' welfare camp on the Semiahmoo Indian Reserve.

I am enclosing two sketches and am suggesting that the old church site, which is numbered 5 on the plan and which I understand is not being used might be available as the church is now re-located at the location numbered 1. There is also a portion which might be available lying to the south-east of a two acre block at present under lease to the New Westminster Rotary Club and marked by a red cross on the accompanying sketch.

Would you be good enough to again go into this matter as I am most anxious that the Grand Lodge of Oddfellows obtain a lease, which to my mind is for a very laudable purpose indeed. I remain,

Yours very truly,

T. Reid

Member for New Westminster.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

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13153-101

May 29, 1939.

Dear Sir:

I attach hereto a copy of a letter received from Mr. T. Reid, M. P., in which he supports the application of the Grand Lodge of Oddfellows of British Columbia for a lease of part of the Semiahmoo Indian Reserve.

Two sketches which were enclosed with Mr. Reid's letter are also herewith. I would ask you to give the matter consideration and report whether the lands referred to are available and if, in your opinion, such a lease should be approved. Return the enclosed sketches with your reply.

Yours very truly,

T. R. L. MacInnes,
Secretary.

A. O'N. Dennt, Esq.,
Indian Agent,
New Westminster, B. C.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

15153-101

CXES

Ottawa, Ontario,
May 29, 1939.

Dear Mr. Reid:

I have received your letter of May 25th, in which you again refer to the application of the Grand Lodge of Oddfellows of British Columbia for a lease of a parcel of land in the Semiahmoo Indian Reserve.

The matter has been brought to the attention of our legal agent, Mr. A. O'N. Daunt, with request to report at once. When such report is received, I shall be very glad to write you further and more definitely.

Yours very truly,

Director of Indian Affairs.

T. Reid, Esq., M. P.,
House of Commons,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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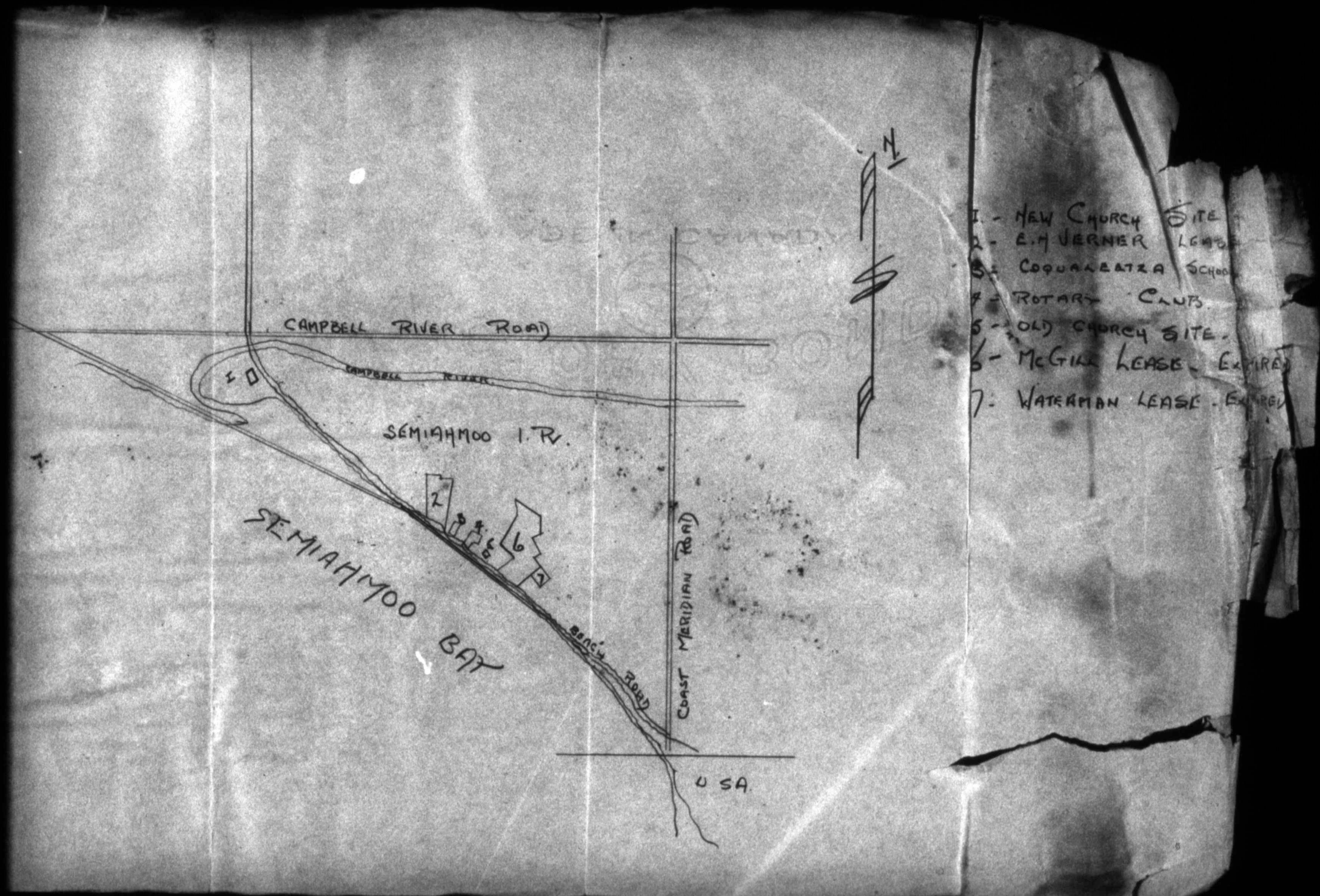
CANADA



Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

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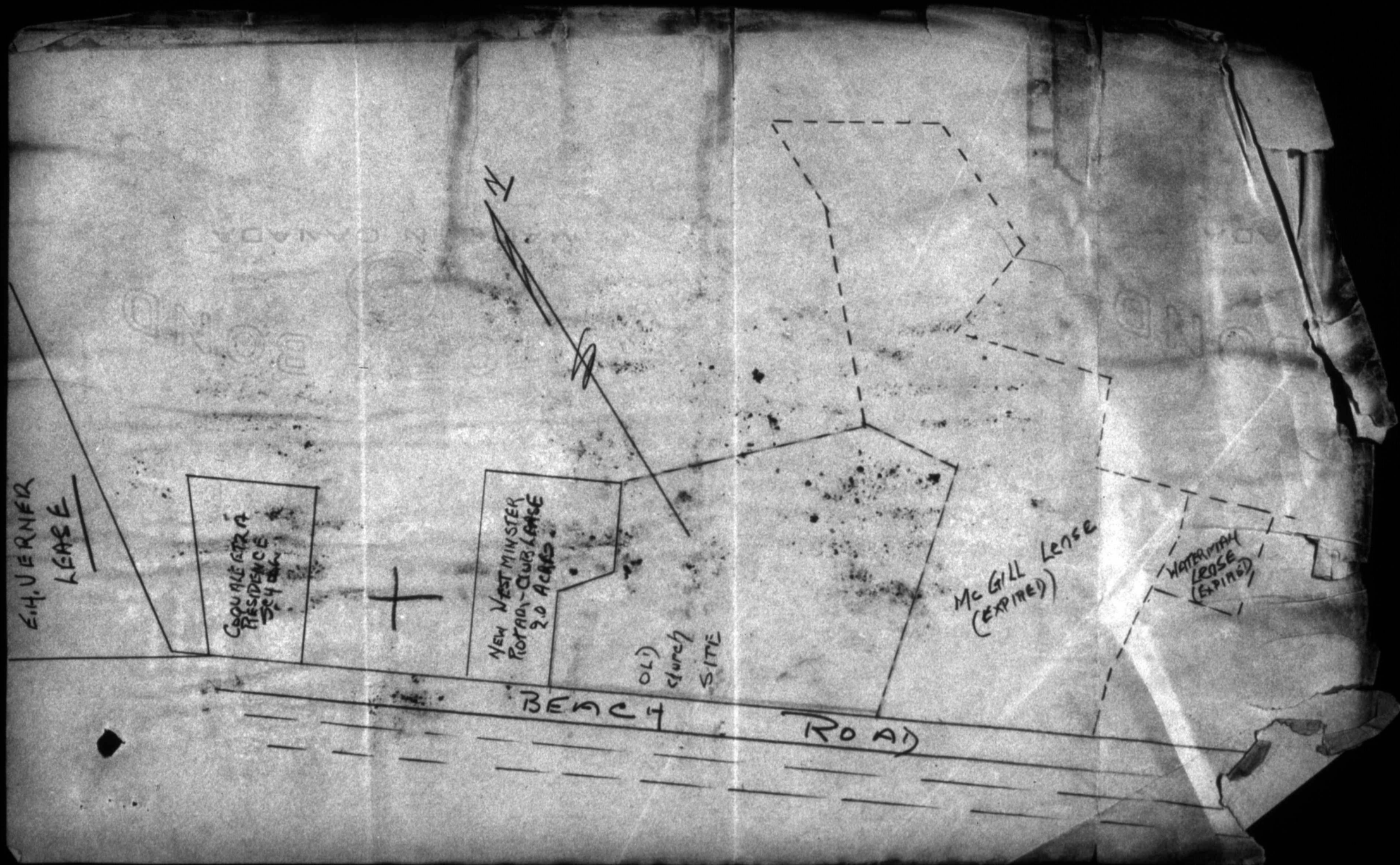

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 1-3-13.

NEW WESTMINSTER, B.C.
June 10th, 1939.

Department File No.15153-101.

SIR:-

In reply to your letter dated the 29th of May, under cover of which you enclosed an application from Mr. T. Reid, M.P., on behalf of the Grand Lodge of Oddfellows of British Columbia, who desire to obtain a lease for a children's welfare camp on the Semiahmoo Indian Reserve.

I beg to say that the old Church site would be available for this purpose, and being band property any rentals would be for credit of their Account No.336, and not for return to any individual Indian.

If the ordinary procedure in such cases is followed, and an application accompanied by a survey, as well as a legal description, showing the amount of ground desired, and the rental the Oddfellows are willing to pay per annum, I shall be glad to take it up with the Band, and submit their resolution to the Department.

I would, however, remark that in view of the fact the Department are considering turning Coqualeetza Indian Residential School into a Sanitorium, and transferring the pupils to a new School at Port Alberni, the present lease for a summer camp held by the Reverend R.C. Scott, under Lease No.364, for that Institution, will probably not be required, and it is quite likely that the Oddfellows might arrange to take over the buildings and lease from Coqualeetza School.

The Sketches are returned herewith.

Your obedient servant,
Approved
A.O'N. Daunt.
Indian Agent.

Encls.

The Secretary,
Indian Affairs Branch,
Department of Mines & Resources, Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

13153-101

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE 1-3-13.

NEW WESTMINSTER, B.C.
June 10th, 1939.

Department of Mines & Resources
Indian Affairs Branch.
JUN 14 1939

Department File No.13153-101.

SIR:-

In reply to your letter dated the 29th of May, under cover of which you enclosed an application from Mr. T. Reid, M.P., on behalf of the Grand Lodge of Oddfellows of British Columbia, who desire to obtain a lease for a children's welfare camp on the Semiahmoo Indian Reserve.

I beg to say that the old Church site would be available for this purpose, and being band property any rentals would be for credit of their Account No.336, and not for return to any individual Indian.

If the ordinary procedure in such cases is followed, and an application accompanied by a survey, as well as a legal description, showing the amount of ground desired, and the rental the Oddfellows are willing to pay per annum, I shall be glad to take it up with the Band, and submit their resolution to the Department.

I would, however, remark that in view of the fact the Department are considering turning Coqualeetza Indian Residential School into a Sanitorium, and transferring the pupils to a new School at Port Alberni, the present lease for a summer camp held by the Reverend R.C. Scott, under Lease No.364, for that Institution, will probably not be required, and it is quite likely that the Oddfellows might arrange to take over the buildings and lease from Coqualeetza School.

The Sketches are returned herewith.

Your obedient servant,

A.O'N. Daunt.
Indian Agent.

Encls.

The Secretary,
Indian Affairs Branch,
Department of Mines & Resources, Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

EXD.

Ottawa, Ontario,
June 16, 1939.

Dear Mr. Reid:

Referring further to your letter of May 25th last, addressed to the Director, Dr. McGill, and written on behalf of the Grand Lodge of Oddfellows of British Columbia, concerning a camp site on the Semiahmoo Indian Reserve, I may say that a report in the matter has just now been received from our local agent, Mr. Daunt.

Agent Daunt in his report remarks:-

"I beg to say that the old Church site would be available for this purpose, and being band property any rentals would be for credit of their Account No. 336, and not for return to any individual Indian."

A further observation made by Agent Daunt may, however, be of particular interest, and is as follows:-

"I would, however, remark that in view of the fact the Department are considering turning Cequaleetsa Indian Residential School into a Sanitorium, and transferring the pupils to a new School at Port Alberni, the present lease for a summer camp held by the Reverend R. C. Scott, under Lease No. 364, for that Institution, will probably not be required, and it is quite likely that the Oddfellows might arrange to take over the buildings and lease from Cequaleetsa School."

.....

T. Reid, Esq., M. P.,
Newton,
British Columbia.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Possibly you may wish to communicate direct with Agent Daunt concerning this matter, but, in any event, we shall hope to hear from you again in the near future.

Yours very truly,

T. R. L. MacInnes,
Acting Director of Indian Affairs.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

C
O

HOUSE OF COMMONS

CANADA

Ottawa, May 29, 1941.

Hon. T.A. Crerar,
Minister of Mines & Resources,
House of Commons,
O t t a w a.

Dear Mr. Crerar:

The Independent Order of Oddfellows in British Columbia were granted two leases on the Semiahmoo Indian Reserve near White Rock. The purpose of acquiring these leases was to develop the property solely for under-privileged children without distinction as to race or religion.

When the lease was granted them they took over two expiring leases, namely, the Verner Lease #285 which expires August 1942, and the Reverend Scott Coqualeetza Residential School Lease #364 expiring June 1945. These leases run ten years but the Lodge feels as they are putting up buildings of a substantial nature for destitute children, that it is desirable to have a twenty year lease. The request is made on behalf of this organization, who are doing a splendid charitable service, and in no way commercial.

Would you be good enough to let me know if their request can be acceded to.

Yours sincerely,

Sgd. T. Reid,
Member for New Westminster.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

13/53-101

File

AIR MAIL.

Ottawa, Ontario,
May 29, 1941.

Dear Sir:

The Independent Order of Oddfellows hold two leases each covering a small parcel of land on the Semiàhmoo Indian Reserve. One of these leases known as Vernor Lease No. 285 expires in August, 1942, and the other known as Reverend Scott Lease No. 364 expires in June, 1945.

It appears that the Oddfellows are contemplating the erection of buildings of a substantial nature for destitute children and wish to obtain a twenty year lease of these properties totalling 11 acres in order that the expenditure may be justified. It is reported by Mr. Thomas Reid, M.P. for New Westminster, that these people are doing a splendid charitable service and he warmly supports their application.

Will you please advise us on two points: Is there any objection to tying up this parcel of land under lease to the Oddfellows for a period of twenty years, and second, is the present rental, which we understand is $105.00 a year, adequate.

In order to carry out their wishes the present lessees would be required to surrender the existing leases to prepare the way for a new twenty year lease to the Oddfellows. It would further appear to the writer that the Lodge should take the lease in its own name if it has the power to do so under its constitution, or in the alternative set up a Board of Trustees to hold the lease.

Will you please look into the matter at your early convenience and advise us as to all aspects of the case. It is probably a fair assumption that the Lodge interested is in your city. Mr. Reid gave us no information on this point.

Yours truly,

D.J. Allan,
Superintendent,
Reserves and Trusts.

Major D.M. MacKay,
Indian Commissioner for B.C.,
Vancouver, B.C.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 1-3-13.

NEW WESTMINSTER, B.C.
June 3rd, 1941.

Your Reference No.33/9/2337.

Dear Sir:-

I beg to acknowledge receipt of your letter, dated June 2nd, enclosing a copy of Departmental letter of May 29th, relative to a proposed lease of two parcels of land on the Semiahmoo Indian Reserve, to the Independent Order of Oddfellows.

In this connection, I beg to say that the Department's statement that the Order hold two leases, is not correct. It is true they wish to take over two leases, but no written application has as yet been submitted, and the lands in question are still under lease to the Reverend R.C. Scott, and Mr. S.H. Wyborn, respectively.

Expires Aug. 1942
" June 1945

Mr. Wyborn holds lease No.285, consisting of eleven acres, at a rental of $65.00, and the Reverend Mr. Scott holds lease No.364, consisting of 1.661 acres, at a rental of $40.00, per annum.

The Wyborn lease is at a very low rental, and was originally granted for ten years, to clear up the land, which with the reversion of the buildings, would have been profitable to the Indian allottee, but to grant, what amounts to perpetual alienation at that rate, does not seem a fair proposal, and I do not think it should be carried beyond the expiry date, at this low figure.

The Indians are not likely to use the land themselves, and the object for which the Order require it, is a most worthy one, but I think they should pay the same rate per acre, as that paid by Mr. Scott, for a similar purpose. It is probable that a smaller acreage would meet their requirements, and this would reduce the amount of their rental accordingly, but I do not think it would be fair to the Indian to tie up the land, at less than $20.00 per acre. Both these parcels of land, once rented for the purpose intended, will be perpetually alienated, and while fully recognizing the worthy and charitable use they would be put to, still in fairness to the Indians, the Department, should not, in my opinion, accept a rental, which as years go on, will be increasingly out of line with local values.

The $20.00 per acre rate is a little less than that placed by the Indians themselves on the Mill [illegible] lease, and by holding to it, in the present case, I feel we should be sufficiently in line with their wishes.

Yours truly,

A.O.N. Daunt.
Indian Agent.

Major D.M. MacKay,
Indian Commissioner for B.C.,
P.O. Box 70, Vancouver, B.C.

INDIAN COMMISSIONER
JUN 4 1941
VANCOUVER

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO 33/9/2465
ALSO TO DATE OF THIS LETTER

Mr Allan
Resources

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

Department of Mines and Resources
Indian Affairs Branch
13 JUN 1941
REGISTERED

13153-101

INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C.

June 10, 1941.

AIR MAIL

Dear Sir:

I beg to acknowledge receipt of your letter of the 29th ultimo with reference to the Independent Order of Oddfellows contemplating the erection of a children's home on Semiahmoo Indian Reserve, which would affect two existing leases, Nos. 285 and 364, stated by you to be held by the Order.

In reply, I would advise that the two leases referred to are held as follows: No.285, 11 acres, Mr.S.H. Wyborn, and No.364, 1.661 acres, Reverend R.C.Scott. The latter is the Principal of the Alberni Residential School and he acquired the lease when he was Principal of the discontinued Coqualeetza Indian Residential School for the purpose of a summer camp for the Coqualeetza pupils. Consequently, neither lease would appear to have any connection with the Order and it would be necessary for the present lessees to surrender the same before an application by the Order could be entertained. There would probably be no difficulty in this as far as the Reverend Scott is concerned as the land is too remote from Alberni to serve the purpose for which it was intended. The Wyborn lease expires in August, 1942, while the lease held by Mr. Scott runs to June, 1945.

I enclose Mr. Indian Agent Daunt's letter of the 3rd instant in this connection, from which it will be observed that he considers a minimum rental of $20.00 per acre should be contemplated and that possibly the Order would not require the full amount of 12.661 acres now under lease. This area is particularly suitable for summer resort purposes and should increase in value because of increasing demand for this class of property.

The Secretary,
Indian Affairs Branch,
Department of Mines & Resources,
Ottawa, Ont.

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

Mr. Daunt has been requested to furnish additional information in the matter, but as it is not at present available and may take two or three weeks to secure, I am, in the interim, forwarding that already obtained.

Yours faithfully,

D.M.MacKay,
Indian Commissioner for B.C.

/GR

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

Ottawa, Ontario,
June 14, 1941.

Dear Sir:

We acknowledge receipt of your letter of June 10th, 1941, reporting on the claim of the Independent Order of Oddfellows to the two leases on the Semiahmoo Indian Reserve.

Enclosed herewith please find a copy of a draft letter prepared for the Minister's signature, which letter is based on the information which you and Inspector Coleman have supplied. We trust it may meet with your approval.

Yours truly,

D.J. Allan,
Superintendent,
Reserves and Trusts.

Encl.

Major D.M. MacKay,
Indian Commissioner for B.C.,
Post Office Box 70,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

E.Y.D.

Ottawa, Ontario,
June 14, 1941.

Dear Mr. Reid:

Your letter of May 29th, 1941, with reference to land on the Semiahmoo Indian Reserve, is acknowledged.

On receipt of your letter it was immediately referred to the Indian Affairs Branch for consideration and a report, and I am now advised that the Indian Affairs officers either here or in British Columbia have no knowledge of the interest of the Independent Order of Oddfellows in the leases to which you refer in your letter.

According to departmental records the "Verner Lease", covering 11 acres on the reserve, is now held by Mr. S.H. Wyborn at an annual rental of $65.00, which lease expires in August, 1942. It is not the present intention of the Indian administration to renew this lease at that rental which is regarded as inadequate. Commissioner MacKay and the Inspector for British Columbia place a rental value of $20.00 per acre on this parcel, and they suggest that the purposes of the Order might be served with a smaller acreage and recommend that if they are given a lease the rental should be $20.00 per acre for all or any part of it that they might require.

The second lease to which you refer covers 1.66 acres, and is at present held by the Reverend R.C. Scott at an annual rental of $40.00. If the Oddfellows have, or can secure, an assignment of this lease the Indian administration would be content to continue it, or to have it replaced by a long term lease (twenty years) at that rental.

If, therefore, the Independent Order of Oddfellows could persuade the present leaseholders

T. Reid, Esq., M.P.,
House of Commons,
O t t a w a, Ontario.

either.....

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
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CANADA

either to surrender the existing leases, or assign them, the Indian administration would be willing to enter into a new leasing arrangement with the Independent Order of Oddfellows for a period of twenty years for all, or any part of the combined areas, 12.61 acres, at an annual rental of $20.00 per acre. Such a new arrangement would possibly be the most satisfactory way to arrange it from the viewpoint of the Oddfellows as it would also be to the Indian administration.

I trust this will enable you to place this matter clearly before the Order.

With kind personal regards, I am,

Yours sincerely,

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

To be returned to Indian Affairs Branch when signed.

Ottawa, Ontario,
June 14, 1941.
18.

Dear Mr. Reid:

Your letter of May 29th, 1941, with reference to land on the Semiahmoo Indian Reserve, is acknowledged.

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If, therefore, the Independent Order of Oddfellows could persuade the present leaseholders either.....

T. Reid, Esq., M.P.,
House of Commons,
O t t a w a, Ontario.

to Dev Westmorland
R.A.C.
R.R.A.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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ARCHIVES PUBLIQUES
CANADA

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I trust this will enable you to place this matter clearly before the Order.

With kind personal regards, I am,

Yours sincerely,

T.A. CRERAR

Mailed June 19

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
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CANADA

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO 33/9/2694.
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

13153-101

Department of Mines and Resources
Indian Affairs Branch
JUN 28 1941
REGISTERED
INDIAN AFFAIRS BRANCH

P.O. BOX 70
VANCOUVER, B.C.

23rd June, 1941.

Dear Sir:- Your File 13153-101.

I beg to acknowledge receipt of your letter of the 14th instant, with reference to the application of the Independent Order of Oddfellows for two leases on Semiahmoo Indian Reserve.

I wish to advise that the draft letter prepared for the Minister's signature, addressed to Mr. T. Reid, M.P., is in accord with my views on the subject.

Yours faithfully,

D. M. MacKay.
Indian Commissioner for B. C.

:HN

The Secretary,
Indian Affairs Branch,
Dept. of Mines and Resources,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
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(Copy)

HOUSE OF COMMONS,
CANADA

Ottawa, July 26th, 1941.

Hon. T. A. Crerar,
Minister of Mines & Resources,
Langevin Block,
O t t a w a.

Dear Mr. Crerar:-

You will perhaps remember me writing you on May 29th last in regards to lease of land on the Semiahmoo Indian Reserve for the Independent Oddfellows.

In your reply to me of June 18th you point out first of all, that the "Verner Lease" covering 11 acres on the reserve, is now held by Mr. S. H. Wyborn at an annual rental of $65.00. The lease in his name expires in August, 1942.

In your letter you state further the Indian administration would be willing to enter into a new leasing arrangement with the Independent Order of Oddfellows for a period of twenty years for all, or any part of the combined areas, 12.61 acres, at an annual rental of $20.00 per acre.

This I take it, would include the second lease, which is at the present time held by Rev. R. C. Scott at a total rental of $40.00.

My appeal to you is at this time to ask for assurance that your Department will be agreeable to the transfers of leases to the Independent Order of Oddfellows, and that the Department will be favourable to extending the leases for a further twenty years.

There are two leases concerned in this matter. One, now held by Mr. S. H. Wyborn called the "Verner Lease," and the other is held by the Rev. R. C. Scott. The parties concerned have consented to the transfer by the Independent Order of Oddfellows, and are now awaiting the consent of your Department, and so that the matter can be proceeded with step by step.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

May I respectfully point out the objects for which these leases are required . The Independent Oddfellows are carrying out philanthropic work, particularly, in connection with the welfare of children. During the past 16 years some $86,000 have been disbursed in British Columbia for the help of those children less fortunate and under-privileged. It is their intention to carry on extensive philanthropic work on the Semiahmoo Indian Reserve taking under-privileged children, irrespective of class or creed, and providing them with recreational grounds and living quarters for the summer season.

At the present time they are also administering to some 63 men and women, but are sorely in need of a proper summer camp site, which is so necessary to help build up a better physical standard amongst these unfortunate people.

They expect to develop the property so that they will be able to take care of hundreds of underprivileged boys and girls, and I beseech your kind interest in the matter of their request.

Yours sincerely,

T. Reid.
Tom Reid,
Member for New Westminster.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Minister's Office

MEMORANDUM

July 28, 1941

Department of Mines & Resources
Indian Affairs Branch
JUL 30 1941
REGISTERED

THE DEPUTY MINISTER

Semiahmoo Indian Reserve [illegible] philanthropy
Leases - Independent Order [illegible] is work).
of Oddfellows of B.C. ******

Your files will indicate an exchange of correspondence the Minister had recently with Mr. Tom Reid, M.P., regarding the above.

Attached is a further letter from Mr. Reid, July 26th, from which I quote:

"My appeal to you is at this time to ask for assurance that your Department will be agreeable to the transfers of leases to the Independent Order of Oddfellows, and that the Department will be favourable to extending the leases for a further twenty years.

"There are two leases concerned in this matter. One, now held by Mr. S.H. Wyborn called the 'Verner Lease', and the other is held by the Rev. R.C. Scott. The parties concerned have consented to the transfer by the Independent Order of Oddfellows, and are now awaiting the consent of your Department, and so that the matter can be proceeded with step by step".

Will you please let the Minister have a draft reply.

W.J.P. Pratt
Private Secretary.

Dr. McGill -
For draft reply as requested.

Encl.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Ottawa, August 2, 1941.

Dear Mr. Reid:

I have received your letter of July 26th in further reference to the proposed transfer of two leases on the Semiahmoo Indian Reserve to the Independent Order of Oddfellows.

The assurance which you now request was in effect given in my letter to you of June 18th, but in order that there may be a complete understanding in the matter, I am prepared to say that, if the Independent Order of Oddfellows will obtain an assignment or relinquishment of the Wybern and Scott leases and then submits such assignments or relinquishments to this Department with a request that a new lease issue to the Independent Order of Oddfellows covering both these parcels, such action will be taken at once. It is, of course, understood that the Independent Order of Oddfellows will pay an annual rental on the basis of $20.00 per acre for such of these lands as they may require, and in consideration of obtaining a lease for a period of twenty years.

The Indian Affairs Branch of this Department is prepared to readjust the legal situation as recommended by you, but nothing can be done until further steps have been taken by the Independent Order of Oddfellows as herein indicated. When this is done, the matter will be brought to a satisfactory conclusion without delay.

Yours sincerely,

T. Reid, Esq., M.P.,
House of Commons,
Ottawa, Ontario.

DJA

Poor Copy

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

To be returned to Indian Affairs Branch when signed.

Ottawa, August 2, 1941.

Dear Mr. Reid:

I have received your letter of July 26th in further reference to the proposed transfer of two leases on the Semiahmoo Indian Reserve to the Independent Order of Oddfellows.

The assurance which you now request was in effect given in my letter to you of June 18th, but in order that there may be a complete understanding in the matter, I am prepared to say that, if the Independent Order of Oddfellows will obtain an assignment or relinquishment of the Nyburn and Scott leases and then submits such assignments or relinquishments to this Department with a request that a new lease issue to the Independent Order of Oddfellows covering both these parcels, such action will be taken at once. It is, of course, understood that the Independent Order of Oddfellows will pay an annual rental on the basis of $20.00 per acre for such of these lands as they may require, and in consideration of obtaining a lease for a period of twenty years.

The Indian Affairs Branch of this Department is prepared to readjust the legal situation as recommended by you, but nothing can be done until further steps have been taken by the Independent Order of Oddfellows as herein indicated. When this is done, the matter will be brought to a satisfactory conclusion without delay.

Yours sincerely,

per E.A. CRERAR

Marles aug. 6/

T. Reid, Esq., M.P.,
House of Commons,
Ottawa, Ontario.

DJA

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

Mr. G. O. L. Demant
Indian Agent
Dept of Indian Affairs
New Westminster B.C.

White Rock, B. C.
September 20th, 1941

Superintendent General of Indian Affairs,
Department of Mines and Resources,
Parliament Buildings,
Ottawa, Ontario.

Sir:

Re Verner Lease, #285, Semiahmoo Indian Reserve
Expiring July 29, 1942.

Satisfactory arrangements having been made with representatives of the Grand Lodge of The Independent Order of Oddfellows of British Columbia for assuming the improvements and the balance of the term of the above captioned lease, this is to notify you that of and from this date I relinquish whatever interests I may have in the said lease to the Grand Lodge of The Independent Order of Oddfellows of British Columbia.

I am enclosing for extension or cancellation the agreement of lease between your Department and myself.

Yours faithfully

S. H[illegible]

The original of this Document has been removed for [illegible] in the Records of the Indian [illegible]
DLT 4-1-2 [illegible]
Signature
29/4/71 19

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

MINISTER OF MINES & RESOURCES

Ottawa, August 2, 1941.

Dear Mr. Reid:

I have received your letter of July 26th in further reference to the proposed transfer of two leases on the Semiahmoo Indian Reserve to the Independent Order of Oddfellows.

The assurance which you now request was in effect given in my letter to you of June 18th, but in order that there may be a complete understanding in the matter, I am prepared to say that, if the Independent Order of Oddfellows will obtain an assignment or relinquishment of the Wyborn and Scott leases and then submits such assignments or relinquishments to this Department with a request that a new lease issue to the Independent Order of Oddfellows covering both these parcels, such action will be taken at once. It is, of course, understood that the Independent Order of Oddfellows will pay an annual rental on the basis of $20.00 per acre for such of these lands as they may require, and in consideration of obtaining a lease for a period of twenty years.

The Indian Affairs Branch of this Department is prepared to readjust the local situation as recommended by you, but nothing can be done until further steps have been taken by the Independent Order of Oddfellows as herein indicated. When this is done, the matter will be brought to a satisfactory conclusion without delay.

Yours sincerely,

(Sgd.) T. A. Crerar.

T. Reid, Esq., M.P.,
House of Commons,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

FABIAN HUGH
Notary Public

CLOVERDALE, B. C.,
CANADA

December 5th, 1941

A. O. N. Daunt, Esq.,
Department of Indian Affairs,
New Westminster, B.C.

Dear Sir:

Re: Verner Lease #285-Semiahmoo Indian Reserve.
Expiring July - 29 - 1942

Application is hereby made on behalf of the Grand Lodge of the Independent Order of Oddfellows for the registering in the name of the Order of the above captioned lease in this connection and I am enclosing the original lease and an assignment from Mr. S.H.Wyborn, together with transfer fee of $3.00.

While this particular lease will expire July 29th, 1942, to which date the rental has been paid, it is understood that a renewal at the end of that period will be granted the Order for a further period of twenty years at a rental of $20.00 an acre for such acreage as they may require.

An assignment is also being obtained from Mr. Scott for Coqualeetza lease #364, which when received will be forwarded to you with a new plan showing the acreage the Order would require when a new lease for such land could be completed by your Department for the period and on the conditions outlined in a letter dated August 2nd, 1941, written by the Honorable the Minister of Mines and Resources to Mr. Thomas Reid, M.P., copy of which is attached for your information.

Will you at your earliest convenience please confirm this understanding, and oblige,

Yours faithfully,
White Rock Camp Site Committee,
I.O.O.F. of B.C.

Chairman.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

P. O. DRAWER 760
TELEPHONE 1548

ROOMS 7, 8 & 9 HART BLOCK
LORNE STREET

ODDFELLOWS' HOME FUND
OF BRITISH COLUMBIA

OFFICE OF THE TRUSTEES
D. E. MACKENZIE, P.G.M., P.G.P., P.G.R.
HON. SECRETARY

NEW WESTMINSTER, BRITISH COLUMBIA

December 12, 1941.

A.O.N. Daunt, Esq.,
Department of Indian Affairs,
New Westminster, B.C.

Your File - 1-3-13

Dear Sir:

Your letter of the 8th to Mr. Fabian Hugh, Chairman, White Rock Camp Site Committee, I.O.O.F. B.C., has just been handed to me for reply.

I might explain the reason a new plan was mentioned in the letter you received from the Chairman Bro.Hugh, was because it is the intention to include both the Coqualeetza and the Wyborn (or Verner) properties and in order to save having two separate leases a survey was being made to put the two into one parcel, which we were calculating would work out at twelve acres more or less, according to what the two will survey out and had it not been for this, no reference to a survey would have been made.

Hoping this explanation will clarify the situation satisfactorily.

Yours sincerely,

WHITE ROCK CAMP SITE COMMITTEE I.O.O.F.

D.E. MacKenzie

DEM/M. Hon. Secretary.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 1-3-13-H.

NEW WESTMINSTER, B.C.
December 15th, 1941.

Your File No.33/9/2337.

Dear Sir:-

I beg to forward you a request from The White Rock Camp Site Committee of the Independent Order of Oddfellows of British Columbia, to take over Lease No.285 Semiahmoo Indian Reserve from Mr. S.H. Wyborn.

This lease expires at July 31st, 1942, to which date, rental has been paid by Mr. Wyborn.

The Order agree to rent some twelve acres more or less, at the rate of $20.00 per acre from that date. Eleven acres of this are included in the present Lease No.285, and 1.661 acres are at present included in Lease No.364 to the Reverend R.C. Scott, who is about to relinquish in favour of the Order.

I am attaching a copy of a letter from the Honourable the Minister to Mr. Thomas Reid, M.P., from which it would appear the Department are agreeable to this transfer, and to a new lease being issued on the expiry of the present lease at the rate of $20.00 per acre.

As the application received from the Chairman of the Committee, was somewhat ambiguous as to the amount of land the Order would take, I took the matter up with them, and am attaching a letter from the Honorary Secretary stating they propose to take twelve acres more or less, between this lease 285 and lease 364, which is in process of being acquired from the Reverend R.C. Scott. I thought it better to have this clearly stated, as it is obvious that if, after cancelling the present lease, the Order only took one or two choice acres at the rate of $20.00 per acre, hardship would be worked on the Indian owner of the property.

I am enclosing duplicate and triplicate copies of Lease No.285, and would recommend that it be transferred to the Independent Order of Oddfellows of British Columbia, until it's expiry at July 31st, 1942, when a new lease will be applied for at the rate of $20.00 per acre.

The transfer fee of $3.00 has been paid, and will be remitted to Ottawa at the end of the month with other moneys then on hand.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
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CANADA

13153-10

INDIAN COMMISSIONER
BRITISH COLUMBIA

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

IN YOUR REPLY REFER TO
NO 33/9/5649
ALSO TO DATE OF THIS LETTER

P.O. BOX 70
VANCOUVER, B.C.

December 18, 1941.

Department of Mines
Indian Affairs Branch
DEC 23 1941
REGISTERED

Dear Sir:

I enclose herewith Mr. Indian Agent Daunt's letter of the 15th instant, together with letters received from the Independent Order of Oddfellows of British Columbia and Mr. S.H. Wyborn in respect to the application of the Order to take over the lease of Mr. Wyborn on Semiahmoo Reserve at the rate of $20 per acre.

I enclose herewith duplicate copies of Mr. Wyborn's lease No. 285 (F 13,153-10) and would recommend approval of the transfer as requested.

It will be noted that the Order is arranging with the Reverend R.C.Scott for transfer or relinquishment of his lease No. 364 in favor of the Order.

It is presumed that when the current leases expire a single lease will be issued to the Order for twenty years at a rental of $20 per acre for the entire area.

Yours faithfully,

D.M.MacKay,
Indian Commissioner for B.C.

:GR

The Secretary,
Indian Affairs Branch,
Department of Mines & Resources,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor copy

PUBLIC ARCHIVES
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CANADA

13153-101

Minister's Office

MEMORANDUM

23rd December, 1941.

Department of Mines and Resources Indian Affairs Branch
DEC 23 1941
REGISTERED

Please

The Deputy Minister.

I am attaching hereto a telegram, dated the 23rd instant, addressed to the Private Secretary by Mr. Tom Reid, M.P., reading -

"Understand all papers documents in Ottawa connection with lease of property Semiahmoo Indian Reserve to Oddfellows Lodge. Would appreciate you wiring or air letter me assuring Oddfellows Lodge of lease being granted. Prompt satisfactory reply important to transaction."

Please have a draft reply prepared for the Private Secretary's signature.

Encl.

W.C. Bethune

W.C. Bethune,
Asst. Private Secretary.

Dr. McGill -

For draft reply as requested.

W.J. Brat

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

Exclusive Connection with WESTERN UNION TELEGRAPH CO.
Cable Service to all the World
Money Transferred by Telegraph

CANADIAN NATIONAL TELEGRAPHS

D. E. GALLOWAY, Assistant Vice-President, Toronto, Ont.

CLASS OF SERVICE DESIRED
FULL-RATE MESSAGE
DAY LETTER
NIGHT MESSAGE
NIGHT LETTER

PATRONS SHOULD MARK AN X OPPOSITE THE CLASS OF SERVICE DESIRED. OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

RECEIVER'S NO.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to
Veuillez expedier la dépêche suivante aux conditions mentionnées au verso auxquelles je consens par les présentes

Mr. Tom Reid, M.P.,
New Westminster,
British Columbia.

Ottawa, December 24, 1941.

REPLYING YOUR TELEGRAM REFERENCE SEMIAHMOO RESERVE TRANSFER TO ODDFELLOWS OF WYBOHN LEASE ACCEPTED STOP THIS LEASE EXPIRES JULY NEXT BUT BEFORE THEN INDIAN AFFAIRS BRANCH WILL ENDEAVOUR TO SECURE NEW SURRENDER FROM BAND IN ORDER THAT NEW LEASE MAY ISSUE SUBJECT TO AGREEMENT

W. J. F. Pratt

Charge Department of Mines and Resources,
Indian Affairs Branch.

DJA

Form 6102B

13153-101

Exclusive Connection with WESTERN UNION TELEGRAPH CO.
Cable Service to all the World
Money Transferred by Telegraph

CANADIAN NATIONAL TELEGRAPHS

D. E. GALLOWAY, Assistant Vice-President, Toronto, Ont.

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Mr. Tom Reid, M.P.,
New Westminster,
British Columbia.

Ottawa, December 24, 1941.

REPLYING YOUR TELEGRAM REFERENCE SEMIAHMOO RESERVE TRANSFER TO ODDFELLOWS OF WYBOHN LEASE ACCEPTED STOP THIS LEASE EXPIRES JULY NEXT BUT BEFORE THEN INDIAN AFFAIRS BRANCH WILL ENDEAVOUR TO SECURE NEW SURRENDER FROM BAND IN ORDER THAT NEW LEASE MAY ISSUE SUBJECT TO AGREEMENT

W. J. F. Pratt

Charge Department of Mines and Resources,
Indian Affairs Branch.

DJA

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form 6102B

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D. E. GALLOWAY, Assistant Vice-President, Toronto, Ont.

CLASS OF SERVICE DESIRED
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DAY LETTER
NIGHT MESSAGE
NIGHT LETTER

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RECEIVER'S NO.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to
Veuillez expedier la dépêche suivante aux conditions mentionnées au verso auxquelles je consens par les présentes

Mr. Tom Reid, M.P.,
New Westminster,
British Columbia.

Ottawa, December 26, 1941.

REPLYING YOUR TELEGRAM REFERENCE SHELAMCO RESERVE TRANSFER TO CHOWELLONS OF WYDOM LEASE ACCEPTED STOP THIS LEASE EXPIRES JULY NEXT BUT BEFORE THEN INDIAN AFFAIRS BRANCH WILL ENDEAVOUR TO SECURE NEW SURRENDER FROM BAND IN ORDER THAT NEW LEASE MAY ISSUE SUBJECT TO AGREEMENT

W. J. P. Pratt

Charge Department of Mines and Resources,
Indian Affairs Branch.

TO BE RETURNED TO INDIAN AFFAIRS BRANCH WHEN SIGNED.

DIA

Sent Dec. 26
3.10 pm

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

Your file 35/9/5649

January 2, 1942.

Dear Sir:

Referring to your letter of December 18th last, I return to you herewith the duplicate and triplicate copies of Lease No. 285, covering certain lands in the Semiahmoo Indian Reserve, and which has been transferred to the Independent Order of Oddfellows of British Columbia. A notation of approval of this transfer has, as you will note, been made on each copy.

Yours very truly,

T. R. L. MacInnes,
Secretary.

New Westminster Agy
Asst. Ag
Assignment noted 26.1.42

Major D. M. MacKay,
Indian Commissioner,
P. O. Box 70,
Vancouver, B. C.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Credit Advice

MEMO

January 5th, [illegible]

The following remittance has been received from

Indian Agent A.O'N. Daunt New Westminster Agency

and recorded in the Official Cash Book Folio 279

Department of Mines & Resources
Indian Affairs Branch
JAN 19 1942
REGISTERED

Amount $ 3.00

Agency Receipt No. 19089 dated December 16th, 1941,

Payer Independent Order of Odd Fellows. on account of transfer fee - Semiahmoo,

Acct. 336.

Chief Treasury Officer.

G. T. 231
5M—27-1-41

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

File 13,153-101

LEASE

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

TO

E. H. VERNER

of 11 acres of land in the

Semiahmoo Indian Reserve

for ten years

from 10th July 1932.

Transferred to
S. M. Taylor
13 Feby 1936

Dated July 28, 1932.

Transferred to Independent Order of Oddfellows of British Columbia. 27-12-41.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13.153-101.

Triplicate.

Reg# 7007-226

This Indenture,

made this Twenty-ninth day of July in the year of our Lord One Thousand Nine hundred and thirty-two.

BETWEEN His Majesty King George V, represented by the Superintendent General of Indian Affairs of the first part, and

E. H. Verner, of the City of New Westminster, in the Province of British Columbia,

of the second part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, his executors, administrators and assigns, to be paid, done, and performed, he the said party of the first part, hath demised, and leased, and by these presents doth demise and lease, unto the said party of the second part, his executors, administrators, and assigns ~~ALL Parcel or tract of land, situated in the Town of in the County of and Dominion of Canada, containing by admeasurement~~ be the same more or less, being composed of

All that parcel of land in the Semiahmoo Indian reserve in Section One, Township One, west of the Coast Meridian, New Westminster District, in the Province of British Columbia and Dominion of Canada, which may be described as follows,-

Commencing at an iron post planted on the northeasterly boundary of Beach road in said Semiahmoo Indian reserve, thirteen hundred and eighty-five feet and seven-tenths of a foot northwesterly from the southwest corner of that portion of said reserve, leased to D. A. McGill; thence north nine degrees and two minutes east ten hundred and fifteen feet and four-tenths of a foot to an iron post; thence south eighty-nine degrees and forty-two minutes west two hundred and twenty-five feet to an iron post; thence north no degrees and eighteen minutes west seventy-seven feet and two-tenths of a foot to an iron post; thence south eighty-nine degrees and forty-two minutes west three hundred and seventy-eight feet and one-tenth of a foot to an iron post; thence south two degrees and thirty-six minutes east eight hundred and thirteen feet and five-tenths of a foot to an iron post planted on the northeasterly boundary of Beach Road; thence southeasterly and following the northeasterly boundary of the Beach road four hundred and eighty-six feet and eight-tenths of a foot, more or less, to the point of commencement and containing by admeasurement eleven acres, more or less, as shown coloured in red on plan attached.

TOGETHER with all and singular the appurtenances to the said premises belonging, TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, for, and during, and unto, the full end and term of ten years to be computed from the Tenth day of July, One thousand nine hundred and thirty-two, renewable on such conditions as may be agreed upon.

and from thenceforth ensuing, and fully to be completed and ended, SUBJECT NEVERTHELESS, to a determination or cession of the said Term before the expiration thereof, under the proviso or condition hereinafter mentioned, yielding and paying yearly during the said Term, unto the said party of the first part, the clear yearly rent or sum of Sixty-five dollars without any deduction whatsoever, payable yearly, in advance.

Transfer of this lease to the Independent Order of Oddfellows of British Columbia is hereby approved.

Ottawa, December 27, 1941.

Acting Director of Indian Affairs.

Poor Copy

Form No. 48

the first payment of the rent now to accrue and become due, to be payable and paid on the _____ day of execution of these presents.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part, his successors and assigns, that he the said party of the second part, his heirs, executors, administrators, or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred, or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that he, the said party of the second part, his executors, administrators, or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land further than may be necessary for fuel, ~~fences and building timber~~ for the use of the said premises, and to be used thereon. And shall not, or will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

It is hereby further understood and agreed that the party of the second part may improve any or all of the land hereby leased.

Nor shall he, except under licence of the Superintendent General of Indian Affairs or the duly appointed agent for the Reserve of which the lands duly leased form a part, cut, or allow to be cut, any wood or timber, except for fuel or fencing of lands covered by this lease, or sell or otherwise dispose of any wood or timber standing or lying upon the said lands.

And further, that the said party of the second part, his executors, administrators, or assigns shall not, nor will do, suffer or commit, any unlawful or voluntary waste, spoil or destruction whatsoever upon the said premises, nor shall he remove any manure therefrom, either during the term or at the expiration of this lease, but shall and will in all respects use and manage the said lands and premises in a fair and husbandlike manner. And, further, that the said party of the second part, his executors, administrators, or assigns, shall and will from time to time and at all times during the said term, keep the fences, barns, houses, and buildings thereon erected, and being or during the said term to be erected, in good and tenantable state of repair; and the said fences and barns, houses and buildings, so being repaired, shall and will at the end, expiration, or other determination of the said term, which shall first happen, peaceably and quietly leave, surrender and yield up, all and every part thereof, unto the said party of the first part, his successors or assigns, without the payment or allowance, by the said party of the first part, of any sum of money whatever, to the said party of the second part, his executors, administrators, or assigns, or any tenants or occupiers of the said land, for any houses, buildings, or improvements, erected or made by the said party of the second part, his executors, administrators and assigns, or the tenants or occupiers of the said lands and premises, or any part thereof; and the said party of the first part, for himself, his successors, doth hereby covenant to and with the party of the second part, his executors, administrators, or assigns, that the said party of the second part, his executors, administrators, or assigns, well and truly paying the said yearly rent

hereby reserved and observing and performing the covenants hereinbefore contained, shall quietly and peaceably hold and enjoy the said lands and premises, with the appurtenances, during the said term, without any disturbance whatever by the said party of the first part, his successors or assigns,

PROVIDED ALWAYS, and it is hereby agreed that, if the rent hereby reserved, or any part thereof, shall at any time or times during the said term be in arrear or unpaid for the space of Thirty days next after the days or any of them whereon the same shall become due, according to the reservations thereof hereinbefore contained, whether the same be demanded or not, or in case of breach or non-performance of any or either of the covenants herein contained on the part of the said party of the second part, his executors, administrators or assigns, to be observed and performed, then and in such cases or either of them, it shall be lawful for the said party of the first part, his successors or assigns, or any of them, at any time after the expiration of the said Thirty days, into and upon the said lands, tenements, and premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as if this indenture had never been made, and in case of such re-entry, this present indenture, and every clause, matter, and thing herein contained, and the term hereby granted, shall cease, determine and be absolutely void to all intents and purposes whatever, and the said party of the first part, his successors or assigns, shall thereupon hold the said lands and premises with the appurtenances, utterly discharged of this lease, and of all covenants and provisos herein contained, without the payment or allowance by the said party of the first part, of any sum of money whatever to the said party of the second part, his executors, administrators, or assigns, or any tenants or occupiers of the said land, for any houses, buildings, and improvements, erected or made by the said party of the second part, his executors, administrators and assigns, or the tenants or occupiers of the said lands and premises or any part thereof,

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations, or conditions, shall not be thereby prejudiced.

And provided further that any notice affecting the tenancy hereunder which the lessor may desire to serve upon the lessee shall be sufficiently served on the lessee if left addressed to him on the demised premises or posted to him addressed to his last known address, or if left at the said address. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Poor Copy

Signed, Sealed and Delivered
IN THE PRESENCE OF

H. G. Ogilvy

As to the signature of the Deputy of the Superintendent General of Indian Affairs.

C. S. Williams

acting Deputy of the Supt. General of Indian Affairs.

As to the signature of

E. H. Verner.

E. H. Verner

The two blue prints enclosed, were made from plan No. L.2972 before that plan was recorded. The white print is not a copy of the plan as certain data is missing from it.

Jas D Pratt
Oct 29/42

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

F.13153-101.

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

REV. R. C. SCOTT

-of-

A portion of Semiahmoo
Indian Reserve in Sec. 1,
Tp. 1, W.C.M., New Westminster
District, B. C.,
for the Coqualeetza
Residential School

for ten years

from 1st June, 1935,

renewable

Dated 1st May, 1935.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2
pt. 1)

PUBLIC ARCHIVES
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CANADA

CAMP

1008-226

File 13153-101.

Triplicate.

THIS INDENTURE made in triplicate this First day of May, in the year of our Lord One thousand nine hundred and thirty-five,

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And REVEREND R. C. SCOTT, for Coqualeetza Indian Residential School,

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part of the party of the second part, his successors and assigns, to be paid, done and performed, hath demised and leased and by these presents doth demise and lease unto the said party of the second part, his successors and assigns, ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being a portion of the Semiahmoo Indian Reserve in Section 1, Township 1, W. C. M., District of New Westminster, Province of British Columbia, and being more particularly described as follows: Commencing at an iron post set on the northeasterly boundary of Beach Road, in said Semiahmoo Indian Reserve, at a point 75.3 feet southeastwardly from the southeast corner of that portion of said Reserve heretofore leased to E. H. Verner; thence southeastwardly and following the said northeasterly boundary of Beach Road, 171.68 feet to an iron post; thence N. 37°13' E., 346.2 feet to an iron post; thence N. 52°47' W., 246.4 feet to an iron post; thence S. 25°11' W., 359.0 feet to the point of commencement, and containing, by admeasurement, 1.661 acres, be the same more or less, as shown on the plan on file in the Department of Indian Affairs. It is understood and agreed that the land hereby leased shall be used as a

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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camp site for pupils of the Coqualeetza Residential School who do not go home for the holidays.

TO HAVE AND TO HOLD the said premises unto the said party of the second part, his successors and assigns, for and during and unto the full end and term of ten years, to be computed from the First day of June, One thousand nine hundred and thirty-five, renewable on such terms and conditions as may be agreed upon, SUBJECT NEVERTHELESS to a determination or cession of the said term before the expiration thereof, under the provisoes and conditions hereinafter mentioned. YIELDING and paying yearly during the said term, unto the party of the first part an annual rental of Forty dollars, payable yearly, in advance, on the First day of June in each and every year of the said term.

And the said party of the second part doth hereby for himself his successors and assigns, covenant with the said party of the first part, his successors and assigns, that he, the said party of the second part, his successors and assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign transfer, or set over, or otherwise by any act or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate term or interest therein,

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to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non-performance of any of the covenants contained, it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this Indenture had never been made.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED)
In the presence of)
)
)
)
As to the signature of the)
Deputy of the Superintendent)
General of Indian Affairs)
)
)
As to the signature of)
R. C. Scott.)

Deputy of the Superintendent General
of Indian Affairs.

R. C. Scott

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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BURNETT & MCGUGAN

New Westminster, B.C.
July 28, 1942.

Description of a 13.75 acre portion of the Semiahmoo Indian Reserve, Township 1, West of the Coast Meridian, New Westminster District for the Grand Lodge of British Columbia of I. O. O. F.

ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being in the Semiahmoo Indian Reserve, Township 1, West of the Coast Meridian, New Westminster District, Province of British Columbia and being contained within the following described boundaries, that is to say:

COMMENCING at the most Southerly corner of a 1.675 acre portion (formerly leased to the Coqualeetza Residential School) of the Semiahmoo Indian Reserve, Township 1, West of the Coast Meridian, New Westminster District;

thence N. 37° 13' E. (Ast.) and following the Southeasterly boundary of said 1.675 acres, 346.2 feet to the most Easterly corner of said 1.675 acre portion;

thence N. 52° 47' W. (Ast.) and following the Northeasterly boundary of said 1.675 acre portion and said Northeasterly boundary produced Northwestwardly 437.7 feet more or less, to the intersection with the Westerly boundary of 11.0 acre portion (formerly leased to E.H. Verner);

thence N. 9° E. (Ast.) and following the said Easterly boundary 611.0 feet to an iron pin set for the Northeast corner of 11.0 acre portion;

N 9°02'E

thence Westwardly and following the Northerly boundary of said 11.0 acre portion for the following courses and distances:

S. 89° 42' W. (Ast.), 225.0 feet to an iron pin;

thence N. 0° 18' W. (Ast.) 77.2 feet to an iron pin;

thence S. 89° 42' W. (Ast), 378.1 feet to an iron pin set for the Northwest corner of said 11.0 acre portion;

thence S. 2° 36' E. (Ast.) and following the Westerly boundary of said 11.0 acre portion, 813.5 feet to an iron pin set for the Southwest corner of said 11.0 acre portion;

thence S. 50° 39' E. (Ast.) and following the Northerly boundary of the Beach Road 176.4 feet to an iron pin;

N 9°02'E Corrected all answer to memo Oct 24, 1942 file 2768 Beach Boundaries file DB 29/10/42

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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thence S. 50° 39' E. (Ast.) and following the Northerly boundary of the Beach Road 176.4 feet to an iron pin;

thence Southeastwardly and following the said Northerly boundary, on a curve right of radius 2980.7 feet a distance of 557.38 feet to the point of commencement and containing by estimation, 13.75 acres, be the same more or less as more particularly shown on the plan hereunto annexed and thereon outlined with Red Colour.

apparently repeated from previous page JDR 23/9/42

---oooOOOooo---

DJMcG:RJN

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

P. O. DRAWER 760
TELEPHONE 1548

ROOMS 7, 8 & [illegible]ART BLOCK
CORNE STREET

ODDFELLOWS' HOME FUND
OF BRITISH COLUMBIA

OFFICE OF THE TRUSTEES
D. E. MACKENZIE, P.G.M., P.G.P., P.G.R.
HON. SECRETARY

NEW WESTMINSTER, BRITISH COLUMBIA

July 14, 1942.

A.O.N. Daunt, Esq.,
Indian Agent,
Department of Indian Affairs,
New Westminster, B.C.

Dear Sir: Re: Leases "285-Wyborne" and "#364-Scott".

With the original Scott lease #364 is enclosed transfer and fee. Wyborn lease #285 has already been deposited with you.

In line with previous correspondence application is hereby made on behalf of the Grand Lodge of the Independent Order of Oddfellows of British Columbia to lease from your Department the land contained in the above two old leases, totalling 13.75 acres, being part of the Semiahmoo Indian Reserve, Township One and shown red on the accompanying plans.

The term being twenty (20) years as of August 1st, 1942 and the annual lease consideration twenty ($20.00) dollars an acre, payable half yearly in advance.

Will you be good enough to ask your Department to prepare the necessary documents for the signatures of the Officers of our Grand Lodge and when received they will be signed and returned with the initial half year's lease consideration.

This suggested routine, I trust meets with your approval and in accord with the practice of your Department.

Yours faithfully,

D. E. MacKenzie

Honorary Secretary
White Rock Camp Site Committee I.O.O.F.

DEM/M.

INDIAN COMMISSIONER
JUL 20 1942
VANCOUVER B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

Meeting held at the Semiahmoo Indian Reserve, Whiterock, B.C. at 2 p.m. Sept. 25th 1942 to discuss the value of 14.5 acres required by the Municipality of Surrey for Park purposes.

Present.

Major D.M. Mackay. Indian Commissioner.
Joe Saunt. Indian Agent.
James Charles.
William Charles.
George Sam
Joe Commodore
Ludvic Dolan
Francis Dolan.

Chief.
Richard Charles.
Peter Commodore.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Signature
Dec 11 1972

The matter was explained to the Indians who expressed themselves as follows, who made the following Resolution:

We the undersigned, being a majority of the voting members of the Semiahmoo Band agree

1. To lease the 14.5 acres on Shore on Shell of a portion of our Reserve to the Municipality of Surrey for a term of Five Years, at an annual rental of $20.00 per acre - payable in advance. We are prepared to renew this lease upon its expiry if provided the foregoing terms have been satisfactorily met by the lessees.
2. We agree to this lease subject to retaining our rights in the Campbell River on the understanding that the lessees will not allow any encroachment upon our side of the stream.
3. These terms are also subject to our being paid in cash the rental monies from this land each year.
4. And we hereby agree to ratify and confirm any formal surrender in accordance with the foregoing that may be

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

Poor copy

4. And we hereby agree to ratify and confirm any formal surrender in accordance with the foregoing that may be required by the Indian Affairs Branch of the Department of Mines & Resources.

Francis Dolan
Jas Commadore
Ludwick Dolan
George Sam
James Dolan
Wm Carlock

Signed in my presence at the Penelakut Indian Reserve this 18th day of September 1942

[illegible]
[illegible]

the Campbell River and on the understanding that the Lessees will not allow any enroachment upon our side of the stream.

3. These terms are also subject to our being paid in cash the rental monies from this land each year.

4. And we hereby agree to ratify and confirm any formal surrender in accordance with the foregoing that may be

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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White Rock,B.C.

September 25th,1942.

MEETING held at the Semiahmoo Indian Reserve, White Rock,B.C., at 2 P.M., September 25th,1942, to discuss the value of 14.5 acres desired by the Municipality of Surrey for Park purposes.

PRESENT	ABSENT.
Major D.M.MacKay, Indian Commissioner,	Bernard Charles
A.O'N. Daunt, Indian Agent.	James Dolan
James Charles	Walter Commodore.
William Charles	
George Sam	
Joe Commodore	
Ludovic Dolan	
Francis Dolan.	

The matter was explained to the Indians, who expressed themselves as follows, and who made the following Resolution:-

We, the undersigned, being a majority of the Voting Members of the Semiahmoo Band agree-

1. To Lease the 14.5 acres as shown on Sketch of a portion of our Reserve to the Municipality of Surrey for a term of Five Years, at an annual rental of $20.00 per acre, payable in advance. We are prepared to renew this Lease upon its expiry provided the provisions and terms have been satisfactorily met by the Lessees.
2. We agree to this Lease subject to retaining our rights in the Campbell River and on the understanding that the Lessees will not allow any enroachment upon our side of the stream.
3. These terms are also subject to our being paid in cash the rental monies from this land each year.
4. And we hereby agree to ratify and confirm any formal surrender in accordance with the foregoing that may be

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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CANADA

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required by the Indian Affairs Branch of the Department of Mines and Resources.

SIGNED: FRANCIS DOLAN
JOE COMMODORE
LUDOVIC DOLAN
GEORGE SAM
JAMES CHARLES
WILLIAM CHARLES.

Signed in my presence at Semiahmoo Indian Reserve, in the Province of British Columbia, this 25th day of September, 1942.

A.O'N. Daunt,
Indian Agent.

INDIAN COMMISSIONER
SEP 29 1942
VANCOUVER, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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~~The original~~ Copy of this Document has been removed for reception in the Records of the Indian Land Registry.

DLT 4-1-2 EC
Signature

20/4/71 19

July 25th, 1942

A.O.N.Daunt, Esq.,
Indian Agent,
Department of Indian Affairs,
New Westminster, B.C.

Dear Sir:-

Re: Leases #285-Wyborne and #364-Scott

I agree to the assignment of the above leases to The Independent Order of Oddfellows of British Columbia and to the giving to them of a new lease from August 1st. 1942, for a period of Twenty (20) years at a rental of Twenty ($20.00.) dollars an acre a year, payable half yearly.

The lease shall be renewable at the expiration of the term, comprise the land mentioned in the above leases and a strip between of 1.069 acres, a total of 13.75 acres.

Yours faithfully,

[illegible]

WITNESS:

Ray Saunders.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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Alberni, B. C.
April 8th, 1942

A. O. N. Daunt, Esq.,
Indian Agent,
Department of Indian Affairs,
New Westminster, B. C.

Dear Sir:

Re: Scott Lease #364 - Semiahmoo Indian Reserve,
Expiring June 1st, 1945

Satisfactory arrangements having been made with representatives of the Grand Lodge of The Independent Order of Oddfellows of British Columbia for assuming the improvements and the balance of the term of the above captioned lease, this is to notify you that of and from this date I relinquish whatever interests I may have in the said lease to the Grand Lodge of The Independent Order of Oddfellows of British Columbia.

I am,

Yours faithfully,

J. C. Scott
Name per Eagles
Secretary of Scott
[illegible]

The original of this Document has been removed for reception in the Records of the Indian Land Registry.
DJ 4-1-2 EC
Signature
20/4/71 19

INDIAN AGENCY
JUL 20 1942
NEW WESTMINSTER, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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COPY.

MINISTER OF MINES AND RESOURCES.

Ottawa, August 2,1941.

Dear Mr. Reid:-

I have received your letter of July 26th in further reference to the proposed transfer of two leases on the Semiahmoo Indian Reserve to the Indepdendent Order of Oddfellows.

The assurance which you now request was in effect given in my letter to you of June 18th, but in order that there may be a complete understanding in the matter, I am prepared to say that, if the Independent Order of Oddfellows will obtain an assignment or relinquishment of the Wyborn and Scott leases and then submit such assignments or relinquishments to this Department with a request that a new lease issue to the Independent Order of Oddfellows covering both these parcels, such action will be taken at once. It is, of course, understood that the Independent Order of Oddfellows will pay an annual rental on the basis of $20.00 per acre for such of these lands as they may require, and in consideration of obtaining a lease for a period of twenty years.

The Indian Affairs Branch of this Department is prepared to readjust the local situation, as recommended by you, but nothing can be done until further steps have been taken by the Independent Order of Oddfellows as herein indicated. When this is done, the matter will be brought to a satisfactory conclusion without delay.

Yours sincerely,

(Signed) T.A. Crerar.

T. Reid, Esq.,M.P.,
House of Commons,
Ottawa,Ontario.

INDIAN COMMISSIONER
VANCOUVER, B. C.
1942

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 1-3-13-H.

NEW WESTMINSTER, B.C.
July 28th, 1942.

Your Reference No.33/9/9411.

Dear Sir:-

With reference to your letter of July 22nd, 1942, regarding the application of the Grand Lodge of the Independent Order of Oddfellows of British Columbia, to take over Leases Nos. 285 and 364 on the Semiahmoo Indian Reserve, I now beg to enclose their formal application for 13.75 acres for a term of twenty years from August 1st, 1942, at an annual rental of $20.00 per acre, payable half yearly in advance.

I am also enclosing the consent of the Indian Allottee of the land in question, George Sam, to the transaction, and which, you will note, covers not only the two leases referred to above, but also a connecting strip of land amounting to 1.089 acres.

This is in accordance with the terms outlined by the Honourable T.A. Crerar in his letter dated August 2nd, 1941, to Mr. Thomas Reid, M.P., a copy of which is attached.

Duplicate and triplicate copies of both these leases, together with linen sketch, two blue prints and two paper prints, showing the 13.75 acres, as well as the Surveyor's description are also enclosed. As the Plans of both these leases are already filed at Ottawa, it would not appear to be necessary to give the bearing and distances on the Northern Line of what was formerly Lease No.285.

The transfer fee in connection with Lease No. 285 has already been paid to the Department, and I have now collected a further sum of $3.00 in connection with Lease No.364, which will go forward in the usual manner, with other monies at the end of the month.

The relinquishment of this lease, by the Reverend R.C. Scott, in favour of the Independent Order of Oddfellows of British Columbia is also enclosed.

Yours truly,

A.O'N. Daunt.
Indian Agent.

Enclosures.

Major D.M. MacKay,
Indian Commissioner for B.C.,
P.O. Box 70, Vancouver, B.C.

INDIAN COMMISSIONER
JUL 29 1942
VANCOUVER, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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OFFICE OF THE
INDIAN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 1-3-13-H.

NEW WESTMINSTER, B.C.
July 18th, 1942.

Your Ref. No. 33/9/5650.

Dear Sir:-

With reference to your letter of December 18th, 1941, regarding the application of the Grand Lodge of the Independent Order of Oddfellows of British Columbia, to take over Leases No. 285 and 364, on the Semiahmoo Indian Reserve, I now beg to enclose their formal application for 13.75 acres for a term of twenty years at an annual rental of $20.00 per acre, payable half yearly in advance.

This is in accordance with the terms outlined by the Honourable T.A. Crerar in his letter dated August 2nd, 1941, to Mr. Thomas Reid, M.P. Duplicate and triplicate copies of both these leases are also enclosed.

The transfer fee in connection with Lease No. 285 has already been paid to the Department, and I have collected a further sum of $3.00, in connection with Lease No. 364, and which will go forward in the usual manner with other monies at the end of the month. The relinquishment of this Lease in favour of the Independent Order of Oddfellows of British Columbia is also enclosed.

For your information, I am enclosing a copy of Mr. Crerar's letter referred to above, together with Plan.

Yours truly,

A.O'N. Daunt.
Indian Agent.

8 Enclosures.

Major D.M. MacKay,
Indian Commissioner for B.C.,
P.O. Box 70, Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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13153-107

INDIAN COMMISSIONER
BRITISH COLUMBIA

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

IN YOUR REPLY REFER TO
NO. 33-9-9545
ALSO TO DATE OF THIS LETTER

P.O. BOX 70
VANCOUVER, B.C.

July 30, 1942.

Department of Mines & Resources
Indian Affairs Branch
AUG 3
REGISTERED

Dear Sir:

I enclose herewith Mr. Indian Agent Daunt's letters of the 18th and 28th instant forwarding the formal application of the Grand Lodge of the Independent Order of Oddfellows of British Columbia to take over lands formerly covered in part by Leases Nos. 285 and 364 on the Semiahmoo Indian Reserve, comprising 13.75 acres for a term of 20 years from August 1, 1942 at an annual rental of $2.00 per acre, payable half-yearly in advance. Also enclosed are copy of the Minister's letter of August 2, 1941 to Mr. T. Reid, M.P.; relinquishment of the Rev. R.C. Scott to Lease No. 364, dated April 8, 1942; approval dated July 25, 1942 of George Sam to the Lease in question, the Oddfellow's Honorary Secretary's letter of the 14th instant; legal description of the lands applied for; one tracing and three paper prints of the plan of survey of this parcel; and original and duplicate Leases Nos. 285 and 364.

I would recommend approval of the application under the terms and conditions as set out by Mr. Indian Agent Daunt.

Yours faithfully,

For D.M. MacKay,
Indian Commissioner for B.C.

:KT

Encls.

The Secretary,
Indian Affairs Branch,
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

September 8, 1942.

MEMORANDUM:

Mr. F. H. Peters
Surveyor General

Herewith is Branch File 13153-101, New Westminster Agency, and I would ask you to be good enough to supply this Branch with a description for leasing purposes of that portion of the Semiahmoo Indian Reserve containing 13.75 acres, referred to hereunder, which it is proposed to lease to the Grand Lodge of the Independent Order of Oddfellows of British Columbia.

T.R.L. M

T. R. L. MacInnes,
Secretary.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

Ottawa, September 14, 1942.

Dear Sir:

On reviewing the lease accounts in your agency as at September 1, 1942, it is noted that the following lessees are in arrears of rental:-

Acct. No.	File No.	Lease No.	Lessee	Total Amount	In Arrears Since
6	13153-66	Permit	G. W. Pearce	40.00	12/7/42
38	13153-62	242	E. A. Holmes	28.95	1/7/42
67	13153-101	364	Rev. R. C. Scott	40.00	1/6/42
69	13153-110	377	John Lyon Field	46.25	15/8/42
90	13153-118	451	G. K. Devitt	21.25	1/6/42
113	13153-123	Permit	Mrs. Julia Miller	20.00	1/3/42

It would be appreciated if you would forward individual reports in connection with each of these lessees at your earliest convenience.

Yours truly,

L. W. McCutcheon,
Chief Treasury Officer.

A. O'M. Dount, Esq.,
Indian Agent,
New Westminster, B. C.

MB/RN

B.F. 1-12-42

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO 33-9-262
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C.

September 17, 1942.

Department of Mines & Resources
Indian Affairs Branch
SEP 21 1942
REGISTERED

Dear Sir:

I would refer to my letter of July 30th last forwarding application of the Grand Lodge of the Independent Order of Oddfellows of British Columbia to lease certain lands on the Semiahmoo Indian Reserve.

Mr. Indian Agent Daunt is enquiring as to whether or not he should accept rentals that are being tendered by the Order. It would appear to me that until such time as the Department has approved of this application, we have no authority to accept these rentals. Your advice in the matter would be appreciated.

Yours faithfully,

D.M. MacKay,
Indian Commissioner for B.C.

See memo R.G. above Sept 28/42 & cy

:KT

The Secretary,
Indian Affairs Branch,
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF THE
INDIAN AGENT

Mr Burns

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 1-3-13-H.

NEW WESTMINSTER, B.C.
September 21st, 1942.

Department File No.31353-1.
Account No.67.

Dear Sir:-

In reply to your letter of September 14th, I beg to say that under date of July 18th, 1942, I forwarded an application from the Independent Order of Oddfellows of British Columbia, to take over Lease No. 364 held by the Reverend R.C. Scott, in connection with Lease No.285 held by the Order in one common lease.

This was arranged in the first place by the Minister's office.

No action has been taken to date by the Department, but the money for the combined leases will be collected by me just as soon as the necessary authority is received.

Yours truly,

A.O'N. Daunt.
Indian Agent.

The Chief Treasury Officer,
Indian Affairs Branch,
Department of Mines and Resources,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

ADDRESS REPLY TO:
HYDROGRAPHIC AND MAP SERVICE

Reserves

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH
Labelle Bldg.

QUOTE FILE 21768.

OTTAWA September 28,1942

Department of Mines
SEP 30 1942
REGISTERED

Memorandum:

T.R.L. MacInnes, Esq.,
Secretary, Indian Affairs.

With reference to your memorandum of September 8th, file 13153-101, requesting a description of the parcel of land in Semiahmoo Indian Reserve in Township 1, West of the Coast Meridian, Province of British Columbia, which the Independent Order of Oddfellows has applied for, it has been found necessary to return the plan to Mr. D.M. MacKay for transmission to the surveyor for certain corrections.

Mr. MacKay has been requested to have the surveyor expedite the return of the plan.

Your file 13153-101 is being returned to your Records office under separate cover.

F.H. Peters,
Surveyor General, and
Chief, Hydrographic Service.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

"B.F." SLIP

"B.F."

FOR

Date Nov 1 1944

Initials CWG

R 9627

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13153-101

Ottawa, October 8, 1942.

Dear Sir,-

In reply to your letter dated September 17th, with reference to the acceptance of rental money from the Independent Order of Oddfellows, in connection with the proposed leasing of certain lands on Semiahmoo Indian Reserve, I have to advise you that until approval has been given for the lease, we should not accept any money payments.

Under date of September 28th, the Surveyor General informs us that the plan of survey was returned to your office with a request that you require the Surveyor to make certain corrections. When this plan of survey has been returned and approved, a lease in due form will be sent you.

Yours truly,

D. J. Allan,
Superintendent,
Reserves and Trusts.

Major D. M. MacKay,
Indian Commissioner,
P. O. Box 70,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.

PRIVY
COUNCIL
CANADA.

P.C. 2936.

Certified to be a true copy of a Minute of a Meeting of the Committee of the Privy Council, approved by His Excellency the Governor General on the 20th December 1930.

The Committee of the Privy Council have had before them a report dated 29th November,1930, from the Minister of Public Works, submitting as follows:-

That an Order in Council (P.C. 1190) was passed on June 5th,1930, authorizing the exchange of land between the Dominion Government and the Municipal Corporation of the District of Surrey for diversion of Beach Road in connection with the public building which has now been completed at Semiahmoo Reserve, Douglas,B.C. - the property to be deeded to the Department of Public Works consisting of an area of 1.64 acres and that to be patented to the Municipal Corporation of the District of Surrey containing an area of 0.85 acres:

That pursuant to by-law No.398, passed by the Corporation of the District of Surrey, in connection with this exchange, the parcel of land of 1.64 acres above referred to was conveyed to the Crown by deed dated October 2nd,1930, and it now remains for the Crown to transfer the area of 0.85 acre above mentioned.

That the Department of Justice, who had been requested to have the necessary steps taken for the exchange of these properties, now reports that by-law No.398, above referred to, provides that such conveyence should be in the right of the Province of British Columbia as a public highway rather than to the Municipality, as, apparently the fee is not to leave the Crown, the transfer of beneficial interest alone being anticipated:

That the Deputy Minister of Public Works has advised that the beneficial interest in the parcel of land required for the Beach Road above referred to, according to plan and description annexed, be transferred to His Majesty the King in the right of the Province of British Columbia, instead of the Municipal Corporation of Surrey, as authorized by Order in Council of June 5th,1930, above mentioned.

The Minister, therefore, recommends that the beneficial interest in the said land be transferred to His Majesty the King in the right of the Province of British Columbia, in connection with the diversion of the highway at Semiahmoo Reserve, Douglas,B.C.

The Committee concur in the foregoing recommendation and submit the same for approval.

(Sgd.) E.J. Lemaire

Clerk of the Privy Council.

The Honourable
The Minister of Public Works.

INDIAN COMMISSIONER
OCT 19 1942
VANCOUVER, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF THE
INDIAN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 1-3-13.

NEW WESTMINSTER, B.C.
October 17th, 1942.

Dear Sir:-

With reference to our telephone conversation, I am sending you herewith, copy of an Order-in-Council No.2396, in connection with the road right-of-way at the Semiahmoo Indian Reserve.

This was sent here by Mr.E.S. Jones, District Engineer, Department of Public Works, New Westminster, B.C.

Yours truly,

L. M. Dynes

for A.O'N. Daunt.
Indian Agent.

Encl.

Major D.M. MacKay,
Indian Commissioner for B.C.,
P.O. Box 70, Vancouver, B.C.

INDIAN COMMISSIONER
OCT 19 1942
VANCOUVER, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

"COPY".
DEPARTMENT OF LANDS

Survey Branch, Victoria,B.C.
October 7, 1942.

G.K. Burnett, Esq., B.C.L.S.,
30 McKenzie St.,
New Westminster,B.C.

Dear Sir:- re Semiahmoo Indian Reserve.

I am in receipt of your letter of the 5th instant, with which you return print of Plan 2165.

Your various remarks have been noted and are receiving our attention. In this connection, however, I may say that the Department of Public Works are unable to locate the document relating to the transfer of that portion of Beach Road referred to in Dominion Order In Council 2936, dated December 20th,1930.

I have spoken to Mr. Anderson, and he does not remember it, but thinks it is either in the local office of the Public Works Department, or was possibly handed to the Municipality. The records in the local Indian Office may indicate to whom it was sent.

As the Dominion Government requires the new plan to conform with Plan 2165, I am of the opinion that it will be necessary to hold the matter in abeyance until the document relating to Plan 2165 can be found deposited with the Registrar at New Westminster.

Yours very truly,

(Sgd.) F.C. Green.

Surveyor General,
per FOM.

FOM:KW.

In replying please quote file #14660-S (9)

INDIAN COMMISSIONER
OCT 10 1942
VANCOUVER, B. C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF THE
INDIAN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 1-3-13.

NEW WESTMINSTER, B.C.
October 9th, 1942.

Your File No.33-9-592.

Dear Sir:-

With further reference to my letter of October 7th, under cover of which I sent you a letter of explanation from Messrs. Burnett and McGugan, Surveyors, in connection with a parcel of 5.74 acres of land on the Semiahmoo Indian Reserve, required by the Government of British Columbia for Park purposes, and in which Mr. Burnett mentions that he had written to Mr. F.C. Green, asking him to have Plan No.2165 filed in the Registry Office here.

I am now enclosing, for your information, a copy of a letter received by Messrs. Burnett and McGugan from Mr. Green. From this letter you will see that he is unable to discover the documents relating to the plans, in question.

We have no record of this here, and as the entire business was conducted between Ottawa and Victoria, it is possible that our Department at Ottawa, may be able to trace the matter.

Yours truly,

A.O'N. Daunt.
Indian Agent.

INDIAN COMMISSIONER
OCT 10 1942
VANCOUVER, B. C.

Encl.

Major D.M. MacKay,
Indian Commissioner for B.C.,
P.O. Box 70, Vancouver, B.C.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO. 33-9-913
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

13153-101

INDIAN AFFAIRS
BRANCH

Department of Mines & Resources
Indian Affairs Branch
NOV 2 1942
REGISTERED

P.O. BOX 70
VANCOUVER, B.C.

October 28, 1942.

Dear Sir: Your File 13153-101

With reference to your letter of the 8th instant regarding the application of the Independent Order of Oddfellows to lease certain lands on Semiahmoo Indian Reserve, I enclose herewith Mr. Indian Agent Daunt's letters of the 9th and 17th instant with enclosures as stated, from which it will be observed that before the plan in this matter can be filed, it will be necessary to file plan No. 2165 covering the conveyance of a parcel of land for highway purposes to the Dominion Government and subsequently to the Province of British Columbia as the present plan is based on this survey.

However, as there is no tracing of plan 2165 and Order-in Council in the Land Registry office, the Provincial Department of Public Works office, nor the Indian Agent's office, it is necessary to establish the filing of this plan with the Land Registry office. It would be appreciated if you would forward the necessary tracings of Plan 2165 for registration purposes to Mr. Indian Agent Daunt together with a print for his files and the files of this office.

Yours faithfully,

:KT

For D.M. MacKay,
Indian Commissioner for B.C.

The Secretary,
Indian Affairs Branch,
OTTAWA, Ontario.

c.c. to F.H. Peters, Esq.,
Dom. Surveyor General.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

21768.

Labelle Bldg.

November 7, 1942

D.M. MacKay, Esq.,
Indian Commissioner,
P.O. Box No.70,
Vancouver, B.C.

Dear Sir:

I am in receipt of copy of your letter dated October 28th, file 33-9-913, to the Secretary of Indian Affairs Branch wherein you request that a tracing of our plan "2165" be sent to Mr. Indian Agent Daunt for registration purposes in connection with the conveyance of certain land in Semiahmoo Indian Reserve. It is assumed that you intended to quote number Rd. 2165.

Mr. H. Cathcart, Deputy Minister of Lands of British Columbia was recently furnished with a certified copy of this plan Rd. 2165 and of Dominion Order-in-Council P.C. 2936 dated 20th December 1930 in connection with the conveyance of land applied for by the Province. Mr. Cathcart in his letter stated that these records were required for filing in the Land Registry Office, apparently for the same purpose as you propose. If you ascertain that our inference is wrong a certified copy of plan Rd.2165 will be sent to Mr. Daunt upon a further request.

Enclosed herewith are two blue prints of the plan as requested in the last paragraph of your letter.

Yours very truly,

Signed F. H. Peters

Encls.

F.H. Peters,
Surveyor General, and
Chief, Hydrographic Service.

JDB:AG

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

Mr McInnes

ADDRESS REPLY TO:
HYDROGRAPHIC AND MAP SERVICE

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH
Labelle Bldg.

QUOTE FILE 21768.

OTTAWA November 7, 1942

Department of Mines & Resources
Indian Affairs Branch
NOV 11 1942
REGISTERED

Memorandum:

T.R.L. MacInnes, Esq.,
Secretary, Indian Affairs.

With reference to letter dated October 28th to you from D.M. MacKay, your file 13153-101, requesting a tracing of plan 2165 in connection with the conveyance of certain land in Semiahmoo Indian Reserve, a copy of that letter was forwarded to this office by Mr. MacKay.

Enclosed is a copy of our reply. Mr. MacKay quotes the number of the plan required as 2165, apparently for plan Rd. 2165.

Encl.

F.H. Peters,
Surveyor General, and
Chief, Hydrographic Service.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ERVES AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH
13153-101

Ottawa, Ontario,
November 13, 1942.

Memorandum to: Mr. Bradley.

Can you tell me if the Semiahmoo Indian Reserve, or any part of it, has been surrendered for sale or lease. If so please produce the surrender.

Discussed matter with Mr Allan

D.J. Allan,
Superintendent,
Reserves and Trusts.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO 33-9-1277
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

13153-101

P.O. BOX 70
VANCOUVER, B.C. November 18, 1942.

Dear Sir: Re Your File 13153-101

I would refer to your letter of the 8th ultimo with reference to the application of the Independent Order of Oddfellows to lease certain lands on Semiahmoo Indian Reserve and would advise that I am informed by the Dominion Surveyor General that the plans submitted by the applicant in this connection are now found to be satisfactory. I presume that a lease will be forwarded in due course for the signature of the applicant.

Yours faithfully,

D.M. MacKay,
Indian Commissioner for B.C.

:KT

The Secretary,
Indian Affairs Branch,
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO 33-9-1279
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C.

November 18, 1942.

Mr Wardell

Dear Sir:

I would advise that my letter of the 28th ultimo addressed to you under your file 13153-101, erroneously referred to the Independent Order of Oddfellows instead of the application of the Province of British Columbia for land for park purposes on Semiahmoo Indian Reserve.

The plan under discussion in connection with the latter application has been received from the Dominion Surveyor General and forwarded to Mr. Indian Agent Daunt.

Yours faithfully,

D.M. MacKay

D.M. MacKay,
Indian Commissioner for B.C.

:KT

The Secretary,
Indian Affairs Branch,
OTTAWA, Ontario.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

EXTRACT
ORIGINAL ON
78-153

NEW WESTMINSTER, B.C.
December 1st, 1948.

Dear Sir:-

x x x

Collections are up to date, with the exception of a Lease to the Oddfellows, on the Semiahmoo Indian Reserve and which should have been cleared by Ottawa, amd collected on the first of August. It is still held up there, and the Indians are becoming restive. The sum of $724.37 was remitted to the Receiver General.

x x x

Yours truly,

A. O'N. Daunt,
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr McLennan 13153 - 101

EXTRACT ORIGINAL ON 71-153

New Westminster, B.C.
December 31, 1942.

The Secretary,

x x x

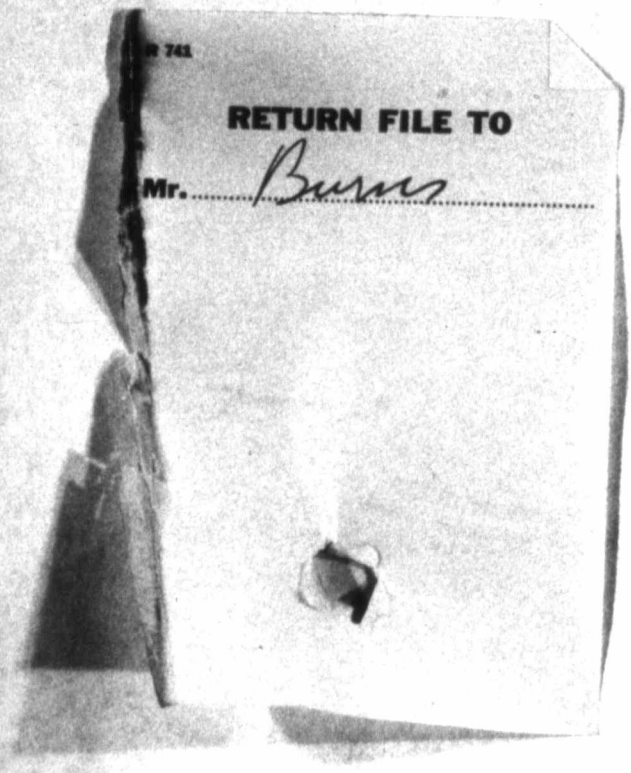
Collections are up to date, so far as leases in operation are concerned, I would, however, remark that an application from the Independent Order of Oddfellows, to lease land on the Semiahmoo Indian Reserve, and which should have been completed, and collected for, by August 1st, is still held up at Ottawa, very much to the dissatisfaction of the Indians concerned.

x x x

A.O'N. Daunt,
Indian Agent.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO. 33-9-2329
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Mr McLennan

REGISTERED

P.O. BOX 70
VANCOUVER, B.C. January 25, 1943.

AIR MAIL

The Secretary, Indian Affairs Branch, Ottawa, Ontario

Your File 13153-101

I have to refer to your letter of October 8, 1942, and previous correspondence regarding the application of the Independent Order of Oddfellows to lease certain lands on Semiahmoo Indian Reserve, New Westminster Agency.

It will be recalled that the Surveyor General required certain alterations made in the plan of the survey of the area applied for. This matter was attended to and the plan returned to the Surveyor General on October 16. On November 6th, Mr. Peters acknowledged receipt of the plan and advised that same was satisfactory. May I be informed please what the position is with respect to this application as enquiries continue to be made to this office regarding the matter.

D.M. MacKay,
Indian Commissioner for B.C.

/KT

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, February 10, 1943.

Memorandum:

- Mr. Cory -

We are enclosing herewith draft surrender of Land on the Semiahmoo Indian Reserve for your careful examination and approval.

D. J. Allen
Superintendent
Reserves and Trusts

Encl.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C A N A D A

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

KNOW ALL MEN BY THESE PRESENTS THAT WE, the undersigned Chief and Principal men of the Semiahmoo Band of Indians, resident on the Semiahmoo Indian Reserve in the New Westminster Agency in the Province of British Columbia, Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, do hereby release FOR LEASING PURPOSES unto our Sovereign Lord the King, his Heirs and Successors, all such portions of the said Reserve described as follows:

Parcel No. 1

That portion of the Semiahmoo Indian Reserve containing 13.75 acres as outlined in red on the attached blue print, of record with the Department of Mines and Resources, Indian Affairs Surveys, Ottawa, as No. L/2972.

Parcel No. 2

All those portions of the said Reserve as shown outlined in yellow (.74 acres) and in red (14.6 acres) on a blue print of a plan made by A. S. Cotton, D.L.S., and dated 26th March, 1913, and of record with the Department of Mines and Resources, Indian Affairs Surveys, Ottawa, as No. R.R. 1357.

TO HAVE AND TO HOLD the same unto the said His Majesty the King his Heirs and Successors in trust, TO LEASE the same to such person or persons and upon such terms as the Government of the Dominion of Canada consider will be the most conducive to our welfare and that or our people.

AND UPON the further condition that all moneys received from the leasing thereof shall be annually distributed among the members of the said Band in accordance with the provisions of the Indian Act.

AND WE, the said Chief and Principal men of the Semiahmoo Band of Indians do on behalf of our people and for ourselves hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the leasing thereof.

IN WITNESS WHEREOF we have hereto set our hands and fixed our seals this day of in the year of our Lord, 1945.

SIGNED, SEALED AND DELIVERED

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Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C A N A D A

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

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All those portions of the said Reserve as shown outlined in yellow (.74 acres) and in red (14.6 acres) on a blue print of a plan made by A. S. Cotton, D.L.S., and dated 26th March, 1913, and of record with the Department of Mines and Resources, Indian Affairs Surveys, Ottawa, as No. R.R. 1357.

TO HAVE AND TO HOLD the same unto the said His Majesty the King his Heirs and Successors in trust, TO LEASE the same to such person or persons and upon such terms as the Government of the Dominion of Canada consider will be the most conducive to our welfare and that or our people.

AND UPON the further condition that all moneys received from the leasing thereof shall be annually distributed among the members of the said Band in accordance with the provisions of the Indian Act.

AND WE, the said Chief and Principal men of the Semiahmoo Band of Indians do on behalf of our people and for ourselves hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do or cause to be lawfully done in connection with the leasing thereof.

IN WITNESS WHEREOF we have hereto set our hands and fixed our seals this day of in the year of our Lord, 1943.

SIGNED, SEALED AND DELIVERED

. . . . . .

. . . . . .

. . . . . .

. . . . . .

. . . . . .

. . . . . .

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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VES AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

19/2.

INDIAN AFFAIRS
BRANCH

Ottawa, February 10, 1943.

Memorandum:

- Mr. Cory -

We are enclosing herewith draft surrender of Land on the Semiahmoo Indian Reserve for your careful examination and approval.

APPROVED
LEGAL DIVISION

D. J. Allan
Superintendent
Reserves and Trusts

Encl.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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The Grand Lodge of the
Independent Order of
Odd fellows of British
Columbia

-576
-51
-076
-04
-61

13.75

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2
pt. 1)

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This Indenture, made this

Reg # L12596

day of in the year of our Lord One Thousand Nine hundred and

BETWEEN His Majesty King George VI, represented by the Minister of Mines and Resources of the first part, and

The Independent Order of Odd Fellows of British Columbia.

of the second part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, his executors, administrators and assigns, to be paid, done, and performed, he the said party of the first part, hath demised, and leased, and by these presents doth demise and lease, unto the said party of the second part, his executors, administrators, and assigns ALL that Parcel or tract of land, situated in the Semiahmoo ~~xx~~ Indian Reserve in the ~~County of~~ Province of Br. Columbia and Dominion of Canada, containing by admeasurement 13.75 acres be the same more or less, ~~being composed of~~ as shown outlined in red on a blue print of a plan of part of the said Reserve, hereto attached, which plan is dated the 21st April 1942, and of record in the Surveys Branch of the Department of Mines and Resources at Ottawa, as No. L/2972

TOGETHER with all and singular the appurtenances to the said premises belonging, TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, for, and during, and unto, the full end and term of twenty years years to be computed from the 1st day of August 1942.

and from thenceforth ensuing, and fully to be completed and ended, SUBJECT NEVERTHELESS, to a determination or cession of the said Term before the expiration thereof, under the proviso or condition hereinafter mentioned, yielding and paying yearly during the said Term, unto the said party of the first part, the clear yearly rent or sum of Two Hundred and Seventy-five ($275.00) Dollars

without any deduction whatsoever,
the first payment of the rent now to accrue and become due, to be payable and paid on the ~~day of~~ execution of this agreement and thereafter by half yearly instalments on the 1st days of February and August in each year during the currency hereof.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the [illegible] of the first part, his successors and assigns, that he the said party of the second part [illegible] executors, administrators, or assigns,

Form No. 1. A. 807
R 8209

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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shall and will from time to time, and at all times during the continuance of the said term well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred, or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that he, the said party of the second part, his executors, administrators, or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land further than may be necessary for fuel, fences and building timber for the use of the said premises, and to be used thereon. And shall not, or will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Nor shall he, except under licence of the Minister of Mines and Resources or the duly appointed agent for the Reserve of which the lands duly leased form a part, cut, or allow to be cut, any wood or timber, except for fuel or fencing of lands covered by this lease, or sell or otherwise dispose of any wood or timber standing or lying upon the said lands.

And further, that the said party of the second part, his executors, administrators, or assigns shall not, nor will do, suffer or commit, any unlawful or voluntary waste, spoil or destruction whatsoever upon the said premises, nor shall he remove any manure therefrom, either during the term or at the expiration of this lease, but shall and will in all respects use and manage the said lands and premises in a fair and husbandlike manner. And, further, that the said party of the second part, his executors, administrators, or assigns, shall and will from time to time and at all times during the said term, keep the fences, barns, houses, and buildings thereon erected, and being or during the said term to be erected, in good and tenantable state of repair; and the said fences and barns, houses and buildings, so being repaired, shall and will at the end, expiration, or other determination of the said term, which shall first happen, peaceably and quietly leave, surrender and yield up, all and every part thereof, unto the said party of the first part, his successors or assigns, without the payment or allowance, by the said party of the first part, of any sum of money whatever, to the said party of the second part, his executors, administrators, or assigns, or any tenants or occupiers of the said land, for any houses, buildings, or improvements, erected or made by the said party of the second part, his executors, administrators and assigns, or the tenants or occupiers of the said lands and premises, or any part thereof; and the said party of the first part, for himself, his successors, doth hereby covenant to and with the party of the second part, his executors, administrators, or assigns, that the said party of the second part, his executors, administrators, or assigns, well and truly paying the said yearly rent hereby reserved and observing and performing the covenants hereinbefore contained, shall quietly and peaceably hold and enjoy the said lands and premises, with the appurtenances, during the said term, without any disturbance whatever by the said party of the first part, his successors or assigns,

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PROVIDED ALWAYS, and it is hereby agreed that, if the rent hereby reserved, or any part thereof, shall at any time or times during the said term be in arrear or unpaid for the space of Thirty days next after the days or any of them whereon the same shall become due, according to the reservations thereof hereinbefore contained, whether the same be demanded or not, or in case of breach or non-performance of any or either of the covenants herein contained on the part of the said party of the second part, his executors, administrators or assigns, to be observed and performed, then and in such cases or either of them, it shall be lawful for the said party of the first part, his successors or assigns, or any of them, at any time after the expiration of the said Thirty days, into and upon the said lands, tenements, and premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as if this indenture had never been made, and in case of such re-entry, this present indenture, and every clause, matter, and thing herein contained, and the term hereby granted, shall cease, determine and be absolutely void to all intents and purposes whatever, and the said party of the first part, his successors or assigns, shall thereupon hold the said lands and premises with the appurtenances, utterly discharged of this lease, and of all covenants and provisos herein contained, without the payment or allowance by the said party of the first part, of any sum of money whatever to the said party of the second part, his executors, administrators, or assigns, or any tenants or occupiers of the said land, for any houses, buildings, and improvements, erected or made by the said party of the second part, his executors, administrators and assigns, or the tenants or occupiers of the said lands and premises or any part thereof.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations, or conditions, shall not be thereby prejudiced.

And provided further that any notice affecting the tenancy hereunder which the lessor may desire to serve upon the lessee shall be sufficiently served on the lessee if left addressed to him on the demised premises or posted to him addressed to his last known address, or if left at the said address. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the ~~Director of Indian Affairs Branch~~ Deputy Minister of the Department of Mines and Resources, on behalf of the Minister, and the Lessee have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF

~~Director of Indian Affairs~~
Deputy Minister
Department of Mines and Resources

As to the signature of the ~~Director of Indian Affairs~~ Deputy Minister
Department of Mines and Resources

As to the signature of

Lessee

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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This envelope also contains
~~2 blue prints of Plan~~
~~L 2972~~

Plans and Duplicate Original Leases

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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F.13153-101.

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

REV. R. C. SCOTT

-of-

A portion of Semiahmoo
Indian Reserve in Sec. 1,
Tp. 1, W.C.M., New Westminster
District, B. C.,
for the Coqualeetza
Residential School.

for ten years
from 1st June, 1935,
renewable.

Dated 1st May, 1935.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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File 13153-101.

(Duplicate)

987/32-21-0-2
Vol 1

THIS INDENTURE made in triplicate this First day of May, in the year of our Lord One thousand nine hundred and thirty-five,

Between HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

And REVEREND R. C. SCOTT, for Coqualeetza Indian Residential School,

of the Second Part;

WITNESSETH that the party of the first part in consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part of the party of the second part, his successors and assigns, to be paid, done and performed, hath demised and leased and by these presents doth demise and lease unto the said party of the second part, his successors and assigns, ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being a portion of the Semiahmoo Indian Reserve in Section 1, Township 1, W. C. M., District of New Westminster, Province of British Columbia, and being more particularly described as follows: Commencing at an iron post set on the northeasterly boundary of Beach Road, in said Semiahmoo Indian Reserve, at a point 75.3 feet southeastwardly from the southeast corner of that portion of said Reserve heretofore leased to E. H. Verner; thence southeastwardly and following the said northeasterly boundary of Beach Road 171.68 feet to an iron post; thence N. 37°13' E., 346.2 feet to an iron post; thence N. 52°47' W., 246.4 feet to an iron post; [illegible] to the point of commencement, [illegible] acres, be the same more or less, [illegible] file in the Department of [illegible] and agreed that the land hereby leased shall be used as a

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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camp site for pupils of the Coqualeetza Residential School who do not go home for the holidays.

TO HAVE AND TO HOLD the said premises unto the said party of the second part, his successors and assigns, for and during and unto the full end and term of ten years, to be computed from the First day of June, One thousand nine hundred and thirty-five, renewable on such terms and conditions as may be agreed upon, SUBJECT NEVERTHELESS to a determination or cession of the said term before the expiration thereof, under the provisoes and conditions hereinafter mentioned. YIELDING and paying yearly during the said term, unto the party of the first part an annual rental of Forty dollars, payable yearly, in advance, on the First day of June in each and every year of the said term.

And the said party of the second part doth hereby for himself his successors and assigns, covenant with the said party of the first part, his successors and assigns, that he, the said party of the second part, his successors and assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign transfer, or set over, or otherwise by any act or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate term or interest

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to be granted, assigned, transferred or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

PROVIDED ALWAYS that if the rent is in arrears or unpaid for the space of forty days, or in case of breach or non-performance of any of the covenants contained, it shall be lawful for the said party of the first part, his successors or assigns, into and upon the said premises to re-enter and the same to have again, re-possess and enjoy, as if this Indenture had never been made.

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto their successors and assigns, respectively.

IN WITNESS WHEREOF, the said parties hereto have

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED)
In the presence of)
)
)
)
As to the signature of the)
Deputy of the Superintendent)
General of Indian Affairs)
)
)
)
As to the signature of)
R. C. Scott.)

Deputy of the Superintendent General
of Indian Affairs.

R. C. Scott

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED)
In the presence of)
)
)
)
As to the signature of the)
Deputy of the Superintendent)
General of Indian Affairs)
)
)
)
As to the signature of)
R. C. Scott.)

Harold W. Hill

Deputy of the Superintendent General
of Indian Affairs.

R. C. Scott

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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F. 13,153-101.
987/32-21-0-2
vol I

LEASE

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

TO

E. H. VERNER

of 11 acres of land in the

Semiahmoo Indian Reserve

for ten years

from 10th July 1932.

Transferred to
S[illegible]
[illegible]

Dated July 28, 1932.

Transferred to Independent Order of Oddfellows of British Columbia. 27-12-41.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

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File 13,153-101.

Duplicate.

This Indenture,

made this Twenty-ninth _____ day of July _____ in the year of our Lord One Thousand Nine hundred and thirty-two.

BETWEEN His Majesty King George V, represented by the Superintendent General of Indian Affairs of the first part, and

E. H. Verner, of the City of New Westminster, in the Province of British Columbia,

of the second part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the party of the second part, his executors, administrators and assigns, to be paid, done, and performed, he the said party of the first part, hath demised, and leased, and by these presents doth demise and lease, unto the said party of the second part, his executors, administrators, and assigns ~~ALL Parcel or tract of land, situated in the Town of in the County of and Dominion of Canada, containing by admeasurement be the same more or less, being composed of~~

All that parcel of land in the Semiahmoo Indian reserve in Section One, Township One, west of the Coast Meridian, New Westminster District, in the Province of British Columbia and Dominion of Canada, which may be described as follows,-

Commencing at an iron post planted on the northeasterly boundary of Beach road in said Semiahmoo Indian reserve, thirteen hundred and eighty-five feet and seven-tenths of a foot northwesterly from the southwest corner of that portion of said reserve, leased to D. A. McGill; thence north nine degrees and two minutes east ten hundred and fifteen feet and four-tenths of a foot to an iron post; thence south eighty-nine degrees and forty-two minutes west two hundred and twenty-five feet to an iron post; thence north no degrees and eighteen minutes west seventy-seven feet and two-tenths of a foot to an iron post; thence south eighty-nine degrees and forty-two minutes west three hundred and seventy-eight feet and one-tenth of a foot to an iron post; thence south two degrees and thirty-six minutes east eight hundred and thirteen feet and five-tenths of a foot to an iron post planted on the northeasterly boundary of Beach Road; thence southeasterly and following the northeasterly boundary of the Beach road four hundred and eighty-six feet and eight-tenths of a foot, more or less, to the point of commencement and containing by admeasurement eleven acres, more or less, as shown coloured in red on plan attached.

TOGETHER with all and singular the appurtenances to the said premises belonging, TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, for, and during, and unto, the full end and term of _____ ten _____ years to be computed from the Tenth day of July, One thousand nine hundred and thirty-two renewable on such conditions as may be agreed upon. _____

_____ and from thenceforth ensuing, and fully to be completed and ended, SUBJECT NEVERTHELESS, to a determination or cession of the said Term before the expiration thereof, under the proviso or condition hereinafter mentioned, yielding and paying yearly during the said Term, unto the said party of the first part, the clear yearly rent or sum of _____

_____ Sixty-five dollars _____

without any deduction whatsoever, payable yearly, in advance,

Transfer of this lease to the Independent Order of Oddfellows of British Columbia is hereby approved.

Ottawa, December 27, 1941.

Acting Director of Indian Affairs.

Form No. 48

Assignment of this Lease to Independent Order of Oddfellows
Ottawa 13 Feb. 1946
Deputy Supt. Gen. of Indian Affairs
Assignment approved.

the first payment of the rent now to accrue and become due, to be payable and paid on the _____ day of execution of these presents.

And the said party of the second part doth hereby for himself, his heirs, executors and administrators, covenant with the said party of the first part, his successors and assigns, that he the said party of the second part, his heirs, executors, administrators, or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act, or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred, or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term of interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized or sold. And also that he, the said party of the second part, his executors, administrators, or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land further than may be necessary for fuel, ~~fences and building timber~~ for the use of the said premises, and to be used thereon. And shall not, or will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

It is hereby further understood and agreed that the party of the second part may improve any or all of the land hereby leased.

Nor shall he, except under licence of the Superintendent General of Indian Affairs or the duly appointed agent for the Reserve of which the lands duly leased form a part, cut, or allow to be cut, any wood or timber, except for fuel or fencing of lands covered by this lease, or sell or otherwise dispose of any wood or timber standing or lying upon the said lands.

And further, that the said party of the second part, his executors, administrators, or assigns shall not, nor will do, suffer or commit, any unlawful or voluntary waste, spoil or destruction whatsoever upon the said premises, nor shall he remove any manure therefrom, either during the term or at the expiration of this lease, but shall and will in all respects use and manage the said lands and premises in a fair and husbandlike manner. And, further, that the said party of the second part, his executors, administrators, or assigns, shall and will from time to time and at all times during the said term, keep the fences, barns, houses, and buildings thereon erected, and being or during the said term to be erected, in good and tenantable state of repair; and the said fences and barns, houses and buildings, so being repaired, shall and will at the end, expiration, or other determination of the said term, which shall first happen, peaceably and quietly leave, surrender and yield up, all and every part thereof, unto the said party of the first part, his successors or assigns, without the payment or allowance, by the said party of the first part, of any sum of money whatever, to the said party of the second part, his executors, administrators, or assigns, or any tenants or occupiers of the said land, for any houses, buildings, or improvements, erected or made by the said party of the second part, his executors, administrators and assigns, or the tenants or occupiers of the said lands and premises, or any part thereof; and the said party of the first part, for himself, his successors, doth hereby covenant to and with the party of the second part, his executors, administrators, or assigns, that the said party of the second part, his executors, administrators, or assigns, well and truly paying the said yearly rent

hereby reserved and observing and performing the covenants hereinbefore contained, shall quietly and peaceably hold and enjoy the said lands and premises, with the appurtenances, during the said term, without any disturbance whatever by the said party of the first part, his successors or assigns,

PROVIDED ALWAYS, and it is hereby agreed that, if the rent hereby reserved, or any part thereof, shall at any time or times during the said term be in arrear or unpaid for the space of Thirty days next after the days or any of them whereon the same shall become due, according to the reservations thereof hereinbefore contained, whether the same be demanded or not, or in case of breach or non-performance of any or either of the covenants herein contained on the part of the said party of the second part, his executors, administrators or assigns, to be observed and performed, then and in such cases or either of them, it shall be lawful for the said party of the first part, his successors or assigns, or any of them, at any time after the expiration of the said Thirty days, into and upon the said lands, tenements, and premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as if this indenture had never been made, and in case of such re-entry, this present indenture, and every clause, matter, and thing herein contained, and the term hereby granted, shall cease, determine and be absolutely void to all intents and purposes whatever, and the said party of the first part, his successors or assigns, shall thereupon hold the said lands and premises with the appurtenances, utterly discharged of this lease, and of all covenants and provisos herein contained, without the payment or allowance by the said party of the first part, of any sum of money whatever to the said party of the second part, his executors, administrators, or assigns, or any tenants or occupiers of the said land, for any houses, buildings, and improvements, erected or made by the said party of the second part, his executors, administrators and assigns, or the tenants or occupiers of the said lands and premises or any part thereof.

Provided further that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised and thereupon these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceedings being brought or taken, provided further that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and provided further that any right of action of His Majesty against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations, or conditions, shall not be thereby prejudiced.

And provided further that any notice affecting the tenancy hereunder which the lessor may desire to serve upon the lessee shall be sufficiently served on the lessee if left addressed to him on the demised premises or posted to him addressed to his last known address, or if left at the said address. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

H. G. Ogilvy

As to the signature of the acting Deputy of the Superintendent General of Indian Affairs.

A. S. Williams

acting *Deputy of the Supt. General of Indian Affairs.*

Forsaam!

As to the signature of

E. H. Verner.

E. H. Verner

PLAN OF PORTION OF SEMIAHMOO INDIAN RESERVE, TOWNSHIP 1, W.C.M., NEW WESTMINSTER DISTRICT, SHOWING POSITION OF PROPOSED LEASE IN RED.

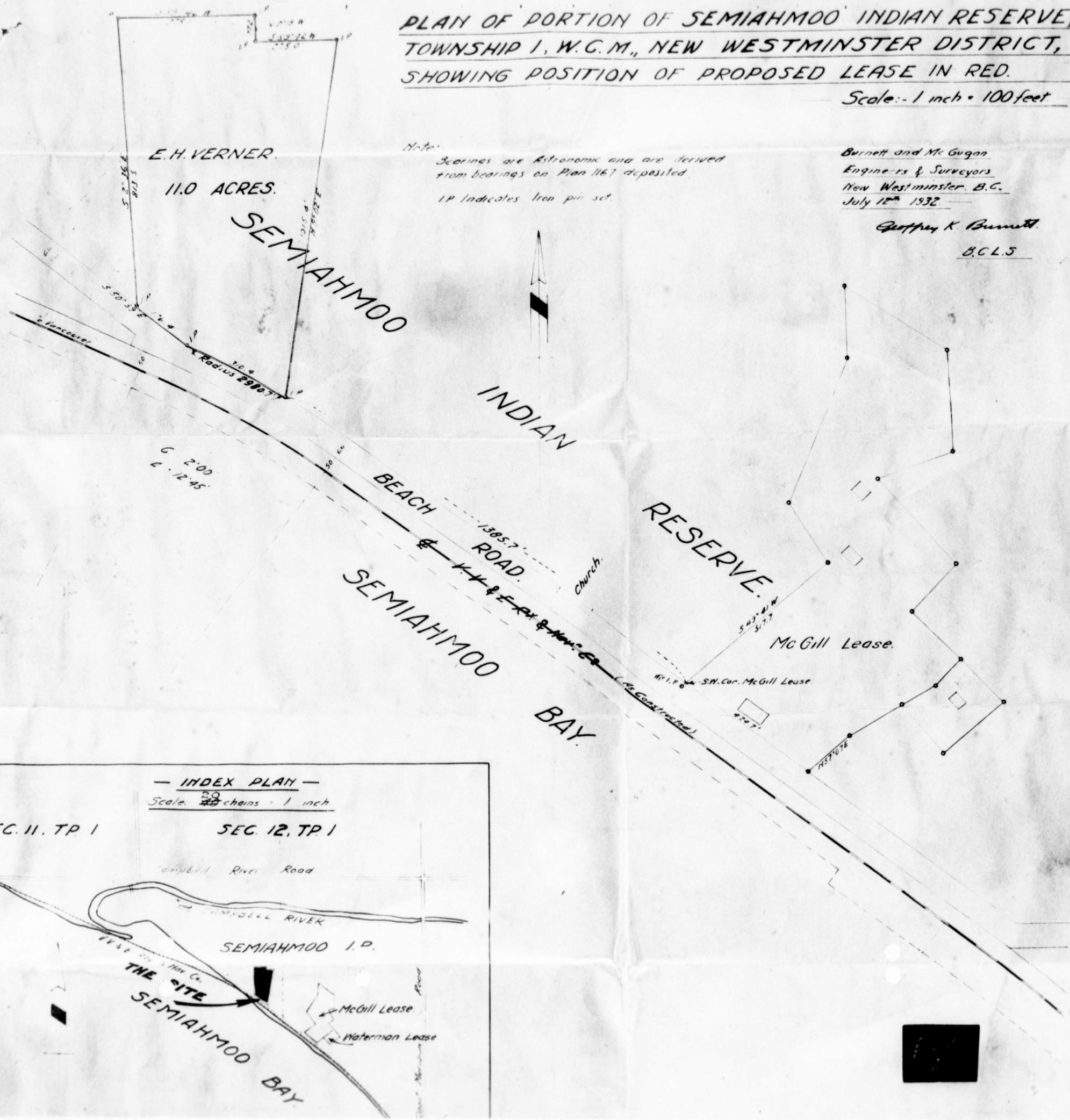
Scale:- 1 inch = 100 feet

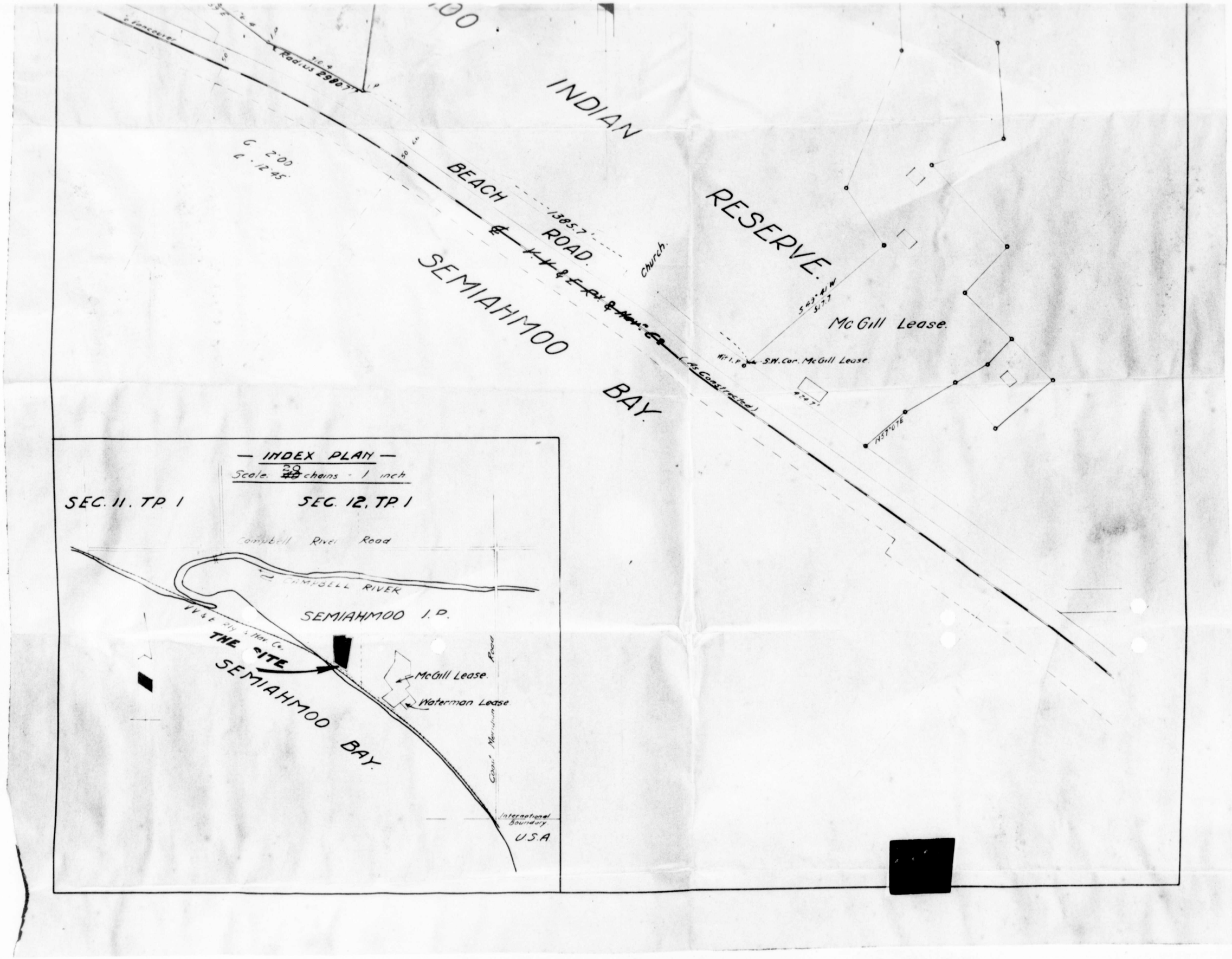
Note:
Bearings are Astronomic and are derived from bearings on Plan 1167 deposited.

I.P. Indicates Iron pin set.

Burnett and McGugan
Engineers & Surveyors
New Westminster. B.C.
July 12th 1932.

Geoffrey K. Burnett.
B.C.L.S.




INDIAN
RESERVE.
BEACH
ROAD.
SEMIAHMOO
BAY
Church.
McGill Lease.
S.W. Cor. McGill Lease
INSTITUTE
INDEX PLAN
Scale: 28 chains = 1 inch
SEC. 11. TP. 1
SEC. 12, TP. 1
Campbell River Road
CAMPBELL RIVER
SEMIAHMOO I.P.
THE SITE
SEMIAHMOO BAY.
McGill Lease.
Waterman Lease
Road
Coast Meridian
International Boundary
U.S.A.

[redacted]

Ottawa, February 25, 1943.

A. O'N. Daunt, Indian Agent, New Westminster, B. C.

I send you herewith surrender documents in duplicate for submission to the Semiahmoo Band of Indians, covering two parcels of land in the Semiahmoo Indian Reserve for leasing purposes.

You are hereby authorized and instructed to call a meeting of the Band at an early convenient date for the purpose of considering this surrender. A copy of Instructions to Agents in the taking of surrenders is enclosed for your information.

Director.

Encls.

Copy sent to Major D. M. MacKay.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 13153-101

Ottawa, February 26, 1943.

Major MacKay, Indian Commissioner for B.C., Vancouver.

I have for acknowledgement your letter of the 25th January in connection with the application of the Independent Order of Oddfellows to lease certain lands on the Semishmoo Indian Reserve.

I have to advise that until such time as the surrender documents, forwarded to Indian Agent Daunt on February 25th, are returned duly signed we will not be in a position to have the lease mentioned above executed.

M. McCrimmon
for Superintendent
Reserves and Trusts

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Rev. R. C. Scott,
Lease 364 - Semiahmoo Reserve.
New Westminster Agency - Acct. 67.

Arrears of rental amounting to $40.00 outstanding since June 1st, 1942.

See Agent's letter of 21.9.42, also see correspondence on file in connection with lease in favour of the Independent Order of Oddfellows.

B.F. ~~1.4.43~~
1.5.43

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
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CANADA

INSTRUCTIONS

FOR THE GUIDANCE OF INDIAN AGENTS IN CONNECTION WITH THE SURRENDER OF INDIAN RESERVES

---

1. A proposal to submit to the Indians the question of surrender of an Indian reserve or any portion thereof must be submitted by an officer of the Department for approval by the Superintendent General, or his deputy upon a memo., setting forth the terms of the proposed surrender and the reasons therefor.

2. An officer duly authorized by the Superintendent General or his deputy to submit a surrender to the Indians shall for the purpose of taking such surrender make a voters' list of all the male members of the band of the full age of twenty-one years who habitually reside on or near and are interested in the reserve in question.

3. The meeting or council for consideration of surrender shall be summoned according to the rules of the band, which unless otherwise provided, shall be as follows:—Printed or written notices giving the date and place of the meeting are to be conspicuously posted on the reserve, and one week must elapse between the issue or posting of the notices and the date for meeting or council. The interpreter who is to be present and interpret at the meeting or council must deliver, if practicable, written or verbal notice to each Indian on the voters' list, not less than three days before the date of the meeting, or must give reasons for the non-delivery of such notices.

4. The terms of the surrender must be interpreted to the Indians, and if necessary or advisable, to individual Indians present at the meeting or council, by an interpreter qualified to interpret from the English language into the language or languages spoken by the Indians.

5. The surrender must be assented to by a majority of the Indians whose names appear upon the voters' list, who must be present at a meeting or council summoned for the purpose as hereinbefore provided.

6. The officer duly authorized shall keep a poll-book and shall record the vote of each Indian who was present at the meeting or council and voted.

7. The surrender should be signed by a number of Indians and witnessed by the authorized officer, and the affidavit of execution of the surrender should be made by the duly authorized officer and the chief of the band and a principal man or two principal men before any person having authority to take affidavits and having jurisdiction within the place where the oath is administered.

8. The officer taking the surrender should report the number of voting members of the band as recorded in the voters' list, the number present at the meeting, the number voting for and the number against the surrender.

HAROLD W. McGILL,
Deputy Superintendent General of Indian Affairs.

DEPARTMENT OF INDIAN AFFAIRS,
Ottawa, November 2, 1932.

Form No. 315.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-101

CANADA

DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, February 25, 1943.

A. O'N. Daunt, Indian Agent, New Westminster, B. C.

I send you herewith surrender documents in duplicate for submission to the Semiahmoo Band of Indians, covering two parcels of land in the Semiahmoo Indian Reserve for leasing purposes.

You are hereby authorized and instructed to call a meeting of the Band at an early convenient date for the purpose of considering this surrender. A copy of Instructions to Agents in the taking of surrenders is enclosed for your information.

Harold W. McKill

Director.

Encls.

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

987/
~~107~~/32-21-0-2 VOL. 1 CLO

TO	DATE			BY	TO	DATE			BY	REQ'D BY	PER	DATE
AAS	15	2	66	24								
ALS6	17	5	68	18								
ALT 2	24	6	69	32								
ALT 5	23	10	69	29								
DLT 4-1-2	14	4	71	14								
LM 4-4	28	7	71	14								

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION · INDIAN AFFAIRS BRANCH

IA1-57

Indian Affairs. (RG 10, Volume 8092, File 987/32-21-0-2 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Indian Affairs
Central Registry Files, 1874-1959

File (RG 10, Volume 8093)

987/32-21-0-4	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEMIAHMOO RESERVE O. (SEMIAHMOO BAND) (PLANS)	1912-1929
987/32-21-0-4	2	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF LAND ON THE SEMIAHMOO RESERVE 0. (SEMIAHMOO BAND) (PLANS)	1925-1942
987/32-29-0-1	1	NEW WESTMINSTER AGENCY, FRASER DISTRICT - CORRESPONDENCE REGARDING THE LEASING OF PIERRE JACOB'S LAND ON THE TSAWWASSEN RESERVE 0 (TSAWWASSEN BAND) (PLANS)	1926-1933

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

987/ A

FILE NO. ~~167~~/32-21-0-4

CLOSED VOLUME
See Vol 2 (45)

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

SUBJECT LEASE
WHITE ROCK ~~RES~~ CHURCH
SEMIAHMOO BAND
SEMIAHMOO RES. NO. 0
FRASER ~~AGENCY~~ DISTRICT

VOLUME 1

FROM November, 1912

TO September, 1929

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use
R6	15	Reg	11-12-64	PA	RC	14/10/64	
ALT 1	32	Reg	18/6/69	PA	ALT.	14/8/69	
DLT 4-1-2	14	Reg	27-5-71	PA	DLT A-1-2	28/5/71	

FILE NO. ~~167~~/32-21-0-4 VOL. 1

987

CLOSED VOLUME
See Vol

30-74

1A 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FILE NO. 153/32-13-0-4-21-1

167 21

FILE NO. 153/32-13 See Vol. 4

CLOSED VOLUME

— INDIAN AFFAIRS BRANCH —

DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

VOLUME 1

SUBJECT Lease & ~~District of Survey~~ White Rock Dev. Schud
Semiahmoo Band
" Res No 0
Fraser

A

FROM

TO

REFERENCE				DISPOSAL			
Referred To	By	Remarks	Date	PA or BF	By	Date	For C.R. Use

PUBLIC ARCHIVES
RECORDS CENTRE

1A 1-102

DO NOT WRITE BELOW THIS LINE

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

1253-13-0-4

Department of Indian Affairs

19

New Westminster

Leasing
by Campbell Rutherford &c

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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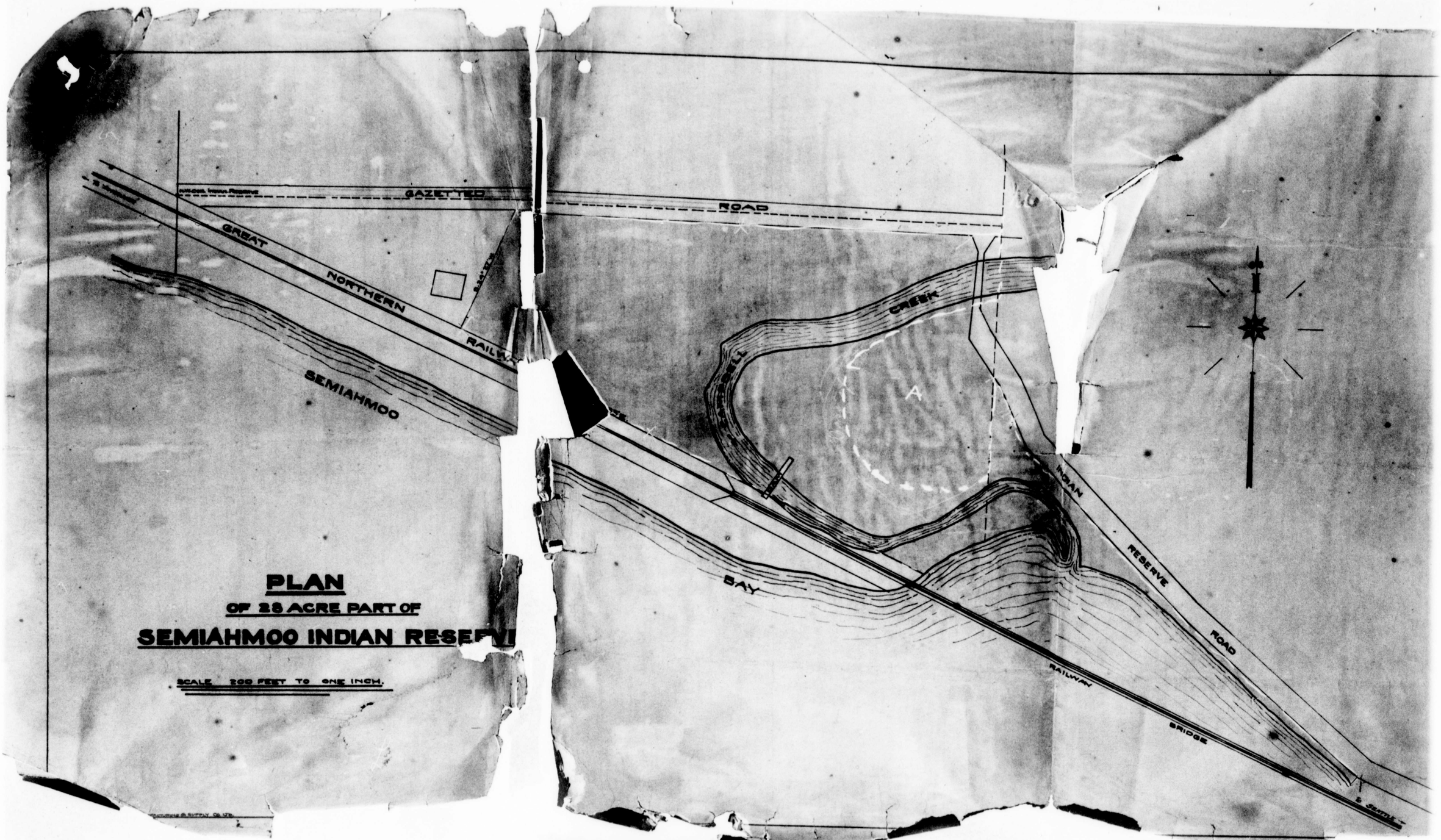
CANADA


PLAN
OF 28 ACRE PART OF
SEMIAHMOO INDIAN RESERVE
SCALE 200 FEET TO ONE INCH.
GAZETTED
ROAD
GREAT
NORTHERN
RAILWAY
SEMIAHMOO
BAY
CREEK
A
INDIAN
RESERVE
ROAD
RAILWAY
BRIDGE

New Westminster, B.C.,
4th November, 1924

Peter Byrne, Esq.,
Indian Agent,
New Westminster.

Dear Mr. Byrne:

I have a copy of a communication sent to the Indian Department at Ottawa by the Campbell River Lumber Co. applying for a lease of part of the Semiahmoo Indian Reserve, for the purpose of erecting a sawmill.

The matter is one which should be determined quickly, as the mill recently operated by this company at Hazlemere has been burned, and the employees will be idle until the new location has been determined. I understand that the stripping of the timber in the district hitherto the scene of operations makes a new location imperative.

I would be obliged, therefore, if you would put yourself in position to report on the matter without delay should the department entertain the application and ask you for your views.

By so doing you will oblige,

Faithfully yours,

J Naylor

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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PUBLIC ARCHIVES
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CANADA

This portion of this Document has been removed for research in Regards to the Indian Land Claims
Ken Meawadge
Signature
Dec 4 12 72

Semahmoo Indian Reserve

Nov. 6th, A.D. 1912.

At a meeting of the male members of the Semahmoo Band of Indians, held on their reserve this 6th day of November A.D. 1912. The following resolution was moved by Chief Sam and seconded by Charlie George, and carried unanimously, viz.

That we a majority of the male members of the Semahmoo Band of Indians in meeting assembled, hereby consent to the Department of Indian Affairs, leasing to the Campbell River Lumber Co. Ltd. for a period of twenty-one years, all and singular, that portion of our reserve as shown on the amended blue print attached hereto, and containing approximately twenty acres, be the same more or less, and more particularly described as follows. Commencing at the S. E. corner as shown on blue print, thence across Campbell Creek to the base of the hill, thence following the base of the hill around to the intersection of the South line, as shown three times on blue print, thence Northerly along said line to the Indian Reserve road, thence following line as per blue print to the point of commencement; for the sum of $100.00, per annum

Witness
Peter Byrne
Indian Agt.

November 6th, 1912

his
Chief + Sam
mark
his
Charlie + George
mark
his
Jimmy + Charlie
mark
his
Wm + Dolan
mark
his
John + Dolan
mark
his
Wm + Charlie
mark
his
Sam + Charley
mark
his
George + Sam
mark

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

T. [illegible]UNTER
[illegible]ASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

424774

FRANK G. FOX
VICE-PRESIDE[illegible]

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O. ADDRESS
HAZELMERE, B. C.

MILLS:
HAZELMERE, B[illegible]
WHITE ROCK, B[illegible]
COLEBROOK, B[illegible]
CLOVERDALE

HAZELMERE, B. C. November 3, 1912.

[illegible]partment of Indian Affairs,

Ottawa, Ont.

[illegible] Sirs:

We, the Campbell River Lumber Co., herein make application for a Twenty-one (21) year lease of a portion of the Semihamoo Indian Reserve, consisting of Twenty-eight (28) acres, as shown on attached map and located near the mouth of Campbell Creek, for a mill site.

We agree to pay an annual rental of One hundred ($100.00) Dollars, payable semi annually.

This land is subject to overflow and useless for agricultural purposes. We have just suffered a severe loss in the burning down of our mill at Hazelmere and as the site there is unsuitable for rebuilding, we wish to locate where we can get a supply of logs from the outside rather than local.

If granted a lease we will at once commence construction of a mill that will cost One hundred thousand Dollars, and together with plant required to operate camps will amount to an investment of Two hundred thousand Dollars; giving employment to Two hundred men. As we desire to keep our contracts taken before the old mill was burned, immediate and favorable action on your part will be of great ass[illegible] to us.

The Indians are willing that this lease be gr[illegible]ed, giving

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

T. [illegible]UNTER
[illegible]ASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

424774

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Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

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424774

them a place for employment and a market for their garden stuff.

Awaiting your decisions, we are,

Faithfully yours,

CAMPBELL RIVER LUMBER COMPANY, Ltd.,

per W M Hunter Pres.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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Note Standing file arrangement with B.C. Govt confirmed

J.A. Guest

124774

Indian Office, New Westminster, B.C.

Nov. 8th, 1912.

J. A. J. McKenna, Esq;

Special Commissioner,

Sir;-

With further reference to the application of the Campbell River Lumber Co.Ltd, which I am enclosing herewith, for permission to lease a portion of the Semahmoo Indian Reserve, for a period of twenty one years, at an annual rental of $100.00, per annum; I beg to enclose herewith, resolution passed by the Semahmoo Band of Indians, (in accordance with the Indian Act) consenting to the Department leasing to the above company, that portion of their reserve as shown in the attached blue print.

The Indians absolutely refused to lease, or rent, all the land included within the lines as shown on the original blue print; hence it became necessary for me, with the consent of the applicants, to cut out the portion marked (A) as shown on the attached plan.

J.D. Taylor, Esq; M.P. has written me (copy of which letter is attached herewith) urging on me the necessity of acting quickly in this matter, hence I took the liberty of obtaining the consent of the Indians, and forwarding same herewith.

As I have no hesitation in saying that the establishment of an industry of this kind, will be a great benefit, not only to the Indians, who will be provided

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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424774

with employment, and a market for their garden produce at their door, but also to the district as a whole; and as I have examined the land carefully, and find that it is nearly all subject to overflow, and therefore of no value for agricultural purposes, I would respectfully recommend that the Department favourably consider the application.

Yours truly,

Peter Byrne

Indian Agent.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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00046

Canadian Pacific Railway Company's Telegraph

TERMS AND CONDITIONS

All messages are received by this Company for transmission, subject to the terms and conditions printed on their Blank Form No. 2, which terms and conditions have been agreed to by the sender of the following message. This is an unrepeated message, and is delivered by request of the sender under these conditions.

B. S. JENKINS, Gen. Supt., Winnipeg, Man.
J. F. RICHARDSON, Supt., Vancouver, B.C.
D. COONS, Supt., Calgary, Alta.
R. N. YOUNG, Supt., Moose Jaw, Sask.
J. McMILLAN, Supt., Winnipeg, Man.
W. J. CAMP, Assistant Manager, Montreal, Que.
F. T. JENNINGS, Supt., Sudbury, Ont.
W. MARSHALL, Supt., Toronto, Ont.
F. J. MAHON, Supt., Montreal, Que.
W. M. GODSOE, Supt., St. John, N.B.

JAS. KENT,
Manager Telegraphs, Montreal.

A 71 Ra OC 16 Collect.1.00 5 Extra

New Westminster B C [illegible] 30.
Via Winnipeg Man Dec 1

Dr.J.A.J.McKenna,

Special Com is iener Indian Dept. Ottawa Ont.,
Wire your address and what you done with lease application.

Frank J.MacKenzie.

745pm

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

424774

Copy

Letter gram

Ottawa 1 Dec 1912

Frank Mackenzie
M.P.P.
New Westminster
B.C.

EXD.

Application awaiting action on agreement with British Columbia. Might be well for you to confer with Provincial Government. Spoke to Attorney General about it when here. Leaving to-night for Fort Frances on question between Dominion and Ontario respecting reserves. Cannot say how long be away. May be couple weeks.

J. A. J. McKenna

LANDS BRANCH
DEC 3 1912

Sent 1 Dec 12
Chg Indian Dept

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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Immediate

Mr [illegible] Will you kindly report on this for Mr

Tom Lear

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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File 424,774.

MEMORANDUM.

Ottawa, December 10, 1912.

To the Deputy Minister-

Mr. Agent Byrne, of New Westminster, forwarded an application of the Campbell River Lumber Company, Ltd., for a lease of portion of the Semiahmoo Indian reserve for a period of 21 years, at an annual rental of $100.00 per annum. The agent inclosed a resolution passed by the Semiahmoo band of Indians, consenting to the Department leasing to the above Company a portion of the reserve.

The terms offered by the Company appear to be satisfactory, but even if the Department were in a position to deal with the matter, a lease could not be issued without a formal surrender by the Indians, in accordance with the provisions of the Indian Act. In this connection I would refer to lettergram of the first instant, by Dr. J. A. J. McKenna, to Mr. Frank Mackenzie, M.P.P., of New Westminster, advising that it might be well for him to confer with the Provincial Government.

In view of the negotiations between the Dominion and the Province, it would not appear advisable that action should be taken to tie up any portion of a reserve that might come under ~~the~~ consideration as to the question of cutting off any portion thereof.

Wades

In Charge Lands & Timber Branch.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

ALL AND SINGULAR that certain parcel or tract of land lying and being in Township One (I), West of the Coast Meridian in New Westminster District, and being composed of part of the Semiahmoo Indian Reserve and which may be more particularly described as follows that is to say:

Commencing at a point on the Southerly limit of the Vancouver Victoria and Eastern Railway and Navigation Company's Right of Way distant One hundred (100) feet from the South West angle of Lot Five hundred and fifteen (515) Group Two (2) in the New Westminster District leased to the Campbell River Lumber Company Limited, said distance to be measured on the course South Twenty four degrees and twenty seven minutes West (S 24 27'W); thence on a course South Sixty five degrees and thirty three minutes East (S 65 33'E) and along the said Southerly limit of said Right of Way a distance of Three hundred (300) feet; thence on a course South Twenty four degrees and twenty seven minutes West (S24 27'W) a distance of Fifty three (53) feet more or less to the high water line of Semiahmoo Bay; thence westerly ~~North Sixty five degrees and thirty three minutes West (N 65 33'W) and~~ along said high water line a distance of Three hundred (300) feet; thence North Twenty four degrees and twenty seven minutes East (N 24 27'E) a distance of Fifty three (53) feet more or less to the place of beginning, containing by admeasurement Thirty six hundredths (0.36) acres be the same more or less ~~and is coloured Red on the accompanying plan.~~ Said parcel is shown on plan of survey by A.F. Cotton B.C.L.S. dated 24th Jan. 1921 and recorded in Surveys Branch Dept. of Indian Affairs under No RR1357-A

already sold to Railway Co see patent Vol 31 23rd March 1908 JR 11 Feb 21

(4)

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

Description of Area applied for by Campbell River Lumber Co for Mill site

DESCRIPTION OF PART OF SEMIAHMOO INDIAN RESERVE, IN THE PROVINCE OF BRITISH COLUMBIA.

428130

All and singular that certain parcel or tract of land lying and being in township one west of Coast Meridian, and being composed of part of the Semiahmoo Indian Reserve, which may be more particularly described as follows, that is to say-

Commencing at a point on the South boundary of the South East quarter section Eleven(11) of said township One (1) said point being distant Thirty feet from the said South East angle of said South East quarter section Eleven (11) and measured on the course South Eighty-nine degrees and Thirty-four minutes West (S 89°34'W) and along the South boundary of said section Eleven(11) a distance of Fifteen hundred and Sixty- feet(1560); thence South Twenty-four degrees and twenty-seven minutes West (S 24°27'W) a distance of Four hundred and Forty-one feet and four tenths of a foot more or less to the North boundary of Great Northern Railway Right of way; thence on a course South Sixty-five degrees and thirty-three minutes East(S 65°33'E) and along said north boundary of said Right of way a distance of Twenty-six hundred and thirteen and one half feet; thence North Twenty-seven degrees and fifty-seven minutes East (N 27°57'E) a distance of Two hundred and twenty-two and seven tenths feet (222.7); thence North Thirty-four degrees and forty six minutes west (N 34°46'W a distance of Two hundred and four and eight tenths feet (204.8); thence North nine degrees and one minute West(N 49°01'W) a distance of Three hundred and fifty one and four tenths feet; (351.4); thence North Forty si degrees and fifty-eight minutes West (N 46°58'W) a distance of Two hundred and ten and one tenth feet(210.1); thence North Seventy nine degrees and Thirty-six minutes West(N 79°36'W) a distance of Two hundred and nineteena and four tenth feet (219.4); thence North Eighty one degrees and Seventeen minutes West (N81°17'W) a distance of One hundred and Eighty-eight and one tenth feet(188.1); thence South Fifty nine degrees and fifty minutes West(S59°50'W) a distance of One hundred and sixty-nine and Eight tenths feet(169.8);

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

thence North Fifty-five degrees and thirty-five minutes West (N55°35'W) a distance of one hundred and fifty-seven and two tenth feet(157.2); thence North Fifty-seven degrees and four minutes East(N57°04'E) a distance of Two hundred and Ninety-seven and six tenth feet (297.6); thence North Sixty-three degrees and thirty minutes East(N 63°30'E) a distance of Two hundred and seventeen feet(217); thence North Two degrees and Twenty minutes East (N 2°20'E) a distance of F our hundred and forty six feet (446) more or less to the place of beginning.

Containing by admeasurement

Thirty six and fifty-seven hundredths acres be the same more or less-

Colored Red on annexed plan.

New Westminster.

December 5th. 1912.

A. Abbott

D.L.S.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

Description of Area applied for by Campbell River Lumber Co for Mill site

DESCRIPTION OF PART OF SEMIAHMOO INDIAN RESERVE, IN THE PROVINCE OF BRITISH COLUMBIA.

428,30

All and singular that certain parcel or tract of land lying and being in township one west of Coast Meridian, and being composed of part of the Semiahmoo Indian Reserve, which may be more particularly described as follows, that is to say-

Commencing at a point on the South boundary of the South East quarter section Eleven(11) of said township One (1) said point being distant Thirty feet from the said S outh East angle of said South East quarter section Eleven (11) and measured on the course South Eighty-nine degrees and Thirty-four minutes West (S 89°34'W); ~~and~~ thence along the South boundary of said section Eleven(11) a distance of Fifteen hundred and Sixty- feet(1560); thence South Twenty-four degrees and twenty-seven minutes West (S 24°27'W) a distance of Four hundred and Forty-one feet and four tenths of a feet more or less to the North boundary of Great Northern Railway Right of way; thence on a course South Sixty-five degrees and thirty-three minutes East(S 65°33'E) and along said north boundary of said Right of way a distance of Twenty-six hundred and thirteen and one half feet; thence North Twenty-seven degrees and fifty-seven minutes East (N 27°57'E) a distance of Two hundred and twenty-two and seven tenths feet (222.7); thence North Thirty-four degrees and forty six minutes west (N 34°46'W a distance of Two hundred and four and eight tenths feet (204.8); thence North nine degrees and one minute West(N 49°01'W) a distance of Three hundred and fifty one and four tenths feet; (351.4); thence North Forty six degrees and fifty-eight minutes W est (N 46°58'W) a distance of Two hundred and ten and one tenth feet(210.1); thence North Seventy nine degrees and Thirty-six minutes West(N 79°36'W) a distance of Two hundred and nineteena and four tenth feet (219.4); thence North Eighty one degrees and Seventeen minutes West (N81°17'W) a distance of One hundred and Eighty-eight and one tenth feet(188.1); thence South Fifty nine degrees and fifty minutes West(S59°50'W) a distance of One hundred and sixty-nine and Eight tenths feet(169.8);

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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PUBLIC ARCHIVES
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CANADA

thence North Fifty-five degrees and thirty-five minutes West (N55°35'W) a distance of one hundred and fifty-seven and two tenths feet(157.2); thence North Fifty-seven degrees and four minutes East(N57°04'E) a distance of Two hundred and Ninety-seven and six tenth feet (297.6); thence North Sixty-three degrees and thirty minutes East(N 63°30'E) a distance of Two hundred and seventeen feet(217); thence North Two degrees and Twenty minutes East (N 2°20'E) a distance of F our hundred and forty six feet (446) more or less to the place of beginning.

Containing by admeasurement

Thirty six and fifty-seven hundredths acres be the same more or less-

Colored Red on annexed plan.

New Westminster.

December 5th. 1912.

A. Stotton

D.L.S.

Ext'd L.B. 13 July 1913

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

Poor Copy

T. A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

FRANK G. FOX
VICE-PRESIDENT

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O. ADDRESS
HAZELMERE, B. C.

MILLS:
HAZELMERE, B. C
WHITE ROCK, B. C.
COLEBROOK, B. C.
CLOVERDALE, B. C.

HAZELMERE, B. C. November 3, 1912.

Department of Indian Affairs,

Ottawa, Ont.

Dear Sirs:

We, the Campbell River Lumber Co., herein make application for a Twenty-one (21) year lease of a portion of the Semihamoo Indian Reserve, consisting of Twenty-eight (28) acres, as shown on attached map, and located near the mouth of Campbell Creek, for a mill site.

We agree to pay an annual rental of One hundred ($100.00) Dollars, payable semi annually.

This land is subject to overflow and useless for agricultural purposes. We have just suffered a severe loss in the burning down of our mill at Hazelmere and as the site there is unsuitable for rebuilding, we wish to locate where we can get a supply of logs from the outside rather than local.

If granted a lease we will at once commence construction of a mill that will cost One hundred thousand Dollars, and together with plant required to operate camps will amount to an investment of Two hundred thousand Dollars; giving employment to Two hundred men. As we desire to keep our contracts taken before the old mill was burned, immediate and favorable action on your part will be of great assistance to us.

The Indians are willing that this lease be granted, giving

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

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them a place for employment and a market for their garden stuff.

Awaiting your decisions, we are,

Faithfully yours,

CAMPBELL RIVER LUMBER COMPANY, Ltd.,

per _____

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Copy)

New Westminster, B. C.
4th, November, 1913.

Peter Byrne, Esq..
Indian Agent,
New Westminster, B. C.

Dear Mr. Byrne,-

I have a copy of communication sent to the Indian Department at Ottawa, by the Campbell River Lumber Co, applying for a lease of part of the Semiahmoo Indian Reserve, for the purpose of erecting a saw-mill.

The matter is one which should be determined quickly, as the mill recently operated by this company at Hazlemere has been burned, and the employees will be idle until the new location has been determined. I understand that the stripping of the timber in the district hitherto the scene of operations makes a new location imperative.

I would be obliged, therefore, if you would put yourself in position to report on the matter without delay, should the Department entertain the application and ask you for your views. By so doing you will oblige.

Faithfully yours.
J. D. Taylor.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

(Copy)

Semianmoo Indian Reserve.
Nov.5. A.D. 1912.

At a meeting of the male members of the Semiahmoo Band of Indians, held on their reserve this 5th. day of November A.D.1912. The following resolution was moved by Chief Sam. and seconded by Charlie George. and carried unanimously. Viz;-
That we, a majority of the male members of the Semiahmoo Band of Indians, in meeting assembled, hereby consent to the Department of Indian Affairs, leasing to the Campbell River Lumber Co. Ltd., for a period of twenty-one years, all and singular, that portion of our reserve as shown on the amended blue print attached hereto, and containing approximately twenty acres, be the same more or less, and more particularly described as follows. Commencing at the N.E. corner as shown on blue print, thence across Campbell Creek to the base of the hill, thence following the base of the hill around to the intersection of the South line, as shown in red lines on blue print, thence Northerly, along said line to the Indian Reserve road, thence following line as per blue print, to the point of commencement; for the sum of $100.00 per annum.

Chief + Sam.
Charlie + George.
Jimmy + Charlie.
William + Dolan.
John + Dolan.
William + Charlie.
Sam + Charlie.
George + Sam.

Witness, peter Byrne, Indian Agent Nov, 6, 1912

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

Indian Office

At _____

MEMO. _____ 19__

To Whom It may concern

I hereby certify that the resolution attached is a true copy of the original as signed by a Majority of the Lemahamu Band of Indians and passed by them on their Reserve on November the 5th A D 1912

Peter Byrne
Indian Agent
New Westminster

30th of November 1912

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Copy)

Indian Office, New Westminster, B. C.,
November, 26th, 1912.

J. A. J. McKenna, Esq.,
Special Commissioner.
P.O. Box, 128
Vancouver, B.C.

Sir;-

With further reference to the application of the Campbell River Lumber Co. Ltd. which I am enclosing herewith, for permission to lease a portion of the Semiahmoo Indian Reserve, for a period of twenty-one years, at an annual rental of $100.00, per annum, I beg to enclose herewith, resolution passed by the Semiahmoo Band of Indians, (in accordance with the Indian Act) consenting to the Department leasing to the above company, that portion of their Reserve as shown in the attached blue print.

The Indians absolutely refused to lease, or rent, all the land within the lines as shown on the original blue print; hence it became necessary for me, with the consent of the applicants, to cut out the portion marked (A) as shown on the attached plan.

J. D. Taylor, Esq., M. P.
has written me (copy of which letter is attached herewith) urging on me the necessity of acting quickly in this matter, hence I took the liberty of obtaining the consent of the Indians, and forwarding same herewith.

As I have no hesitation in saying, that the establishment of an industry of this kind, will be a great benefit, not only to the Indians, who will be provided with employment, and a market for their garden produce at their door, but also to the district as a whole; and as I have examined the land carefully, and find that it is nearly all subject to overflow, and therefore of no value for agricultural purposes, I would respectfully recommend that the Department favourably consider the application.

Yours truly,

Sgd.... Peter Byrne,
Indian Agent.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

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A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

FRANK G. COX
VICE-PRESIDENT

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O. ADDRESS
HAZELMERE, B. C

MILLS
HAZELMERE B. C
WHITE ROCK B. C
COLEBROOK B. C
CLOVERDALE B. C

HAZELMERE, B. C. Dec. 31, 1917.

Department of Indian Affairs,

Ottawa, Ont.

428,30

Dear Sirs:

We, the Campbell River Lumber Co., herein make application for a twenty-one (21) year lease of a portion of the Semiahmoo Indian Reserve, consisting of twenty-eight (28) acres, as shown on attached map, and located near the mouth of Campbell Creek, for a mill site. We agree to pay an annual rental of One Hundred ($100.00) Dollars, payable semi annually.

This land is subject to overflow and useless for agricultural purposes. We have just suffered a severe loss in the burning down of our mill at Hazelmere, and as the site there is unsuitable for rebuilding, we wish to locate where we can get a supply of logs from the outside rather than local.

If granted a lease, we will at once commence construction of a mill that will cost One hundred thousand Dollars, and together with plant required to operate same, will amount to an investment of Two hundred thousand Dollars, giving employment to two hundred men. As we desire to be on our contracts taken before the old mill was burned, immediate and favourable action on your part will be of great assistance to us.

The Indians are willing that this lease be granted, giving them a place for employment, and a market for their garden stuff.

Awaiting your decision, we are,

Yours faithfully,

CAMPBELL RIVER LUMBER COMPANY, LTD.,

Per H. W. Hunter Pres.

HWH-WE

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very Poor Copy

PUBLIC ARCHIVES
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CANADA

428130

These papers
~~to be attached~~
attached
to file

10/1/12

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4
pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

00482

T. D. FORM

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

NIGHT LETTERGRAM

The Canadian Pacific R'y Co.'s Telegraph transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.

JAS. KENT, Manager Telegraphs

64 RA W

48 NL

RECEIVED AT

(WHERE ANY REPLY SHOULD BE SENT)

New Westminster B C Dec 29th 1912

Frank Pedley

428069

Ottawa

As I wired company here result of interview with you and minister standing you were taking immediate action and two weeks having elapsed with no word of surrender forms you assured me would go forward promptly surprised on return from South that nothing materialized please wire action taken

F J MacKenzie

10:1LPm

Very Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

Canadian Pacific Railway Company's Telegraph

READ THE NOTICE AND AGREEMENT ON THE BACK

B. S. JENKINS, Gen. Supt., Winnipeg, Man.
J. FLETCHER, Supt., Vancouver, B.C.
J. McMILLAN, Supt., Calgary, Alta.
R. N. YOUNG, Supt., Moose Jaw, Sask.
J. TAIT, Supt., Winnipeg, Man.
W. J. CAMP, Elect. Engr., Montreal, Que.
F. T. JENNINGS, Supt., North Bay, Ont.
W. MARSHALL, Supt., Toronto, Ont.
JNO. F. RICHARDSON, Supt., Montreal, Que.
F. J. MAHON, Supt., St. John, N.B.

JAS. KENT,
Manager Telegraphs, Montreal.

Sent No.	Sent by	Rec'd by	Time Sent	Time Filed	Check

Send the following Message, subject to the terms printed on the back hereof, which are hereby agreed to:

Ottawa, December 30th. 1912.

EXL

F. J. MacKenzie,
New Westminster, B. C.

Your wire twenty-ninth alienation of all lands in British Columbia stands pending action re Indian reserve commission to be appointed.

Frank Pedley.

Charge I. A.

Very Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS CANADA

OFFICE OF THE DEPUTY SUPERINTENDENT GENERAL.

OTTAWA. February 12, 1913.

LANDS BRANCH FEB 15 1913

The Lands Branch,-

Referring to the application of the 3rd ultimo, from the Campbell River Lumber Company to lease a portion of the Semiamhoo Indian reserve, B. C., please take the necessary action to have this submitted to the Indians, and, if they are agreeable, have a proper consent obtained.

LANDS BRANCH FEB 19 1913

D. S. G. I. A.

The description is correct - Two blue print plans are herewith which for future convenient reference should, I think be attached to the surrender.

S. Bray
15 Feby 1913

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424,774.

Ottawa, February 17, 1913.

Sir,-

Referring to your communication of the 26th November last, to Special Commissioner, in connection with application by the Campbell River Lumber Company, Limited, for a lease of portion of the Semiahmoo Indian reserve, I beg to say that it is considered advisable to have this matter submitted to the Indians and I inclose, therefore, a formal surrender, in duplicate, which you are authorized to lay before the band under and in accordance with the provisions of the Indian Act. The meeting of the band should be summoned in accordance with the rules thereof, and if a majority of the members are in favour of surrender, you should have it executed by a few and witnessed by yourself and then an affidavit made by yourself and a Chief and Principal man before a Judge, Stipendiary Magistrate, or a Justice of the Peace, and then return the documents to the Department.

In returning the surrender, you will be good enough to advise as to the number of voting members in the band, the number present and the number voting for and against the surrender.

Your obedient Servant,

FRANK PEDLEY

Deputy Superintendent General
of Indian Affairs.

Peter Byrne, Esq.,
Indian Agent,
New Westminster, B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424474 00292

T. G. FORM 1 B

Canadian Pacific Railway Company's Telegraph

TERMS AND CONDITIONS

All messages are received by this Company for transmission, subject to the terms and conditions printed on their Blank Form No. 2, which terms and conditions have been agreed to by the sender of the following message. This is an unrepeated message, and is delivered by request of the sender under these conditions.

B. S. JENKINS, Gen. Supt., Winnipeg, Man.
J. F. RICHARDSON, Supt., Vancouver, B.C.
D. COONS, Supt., Calgary, Alta.
R. N. YOUNG, Supt., Moose Jaw, Sask.
J. McMILLAN, Supt., Winnipeg, Man.
W. J. CAMP, Assistant Manager, Montreal, Que.
F. T. JENNINGS, Supt., Sudbury, Ont.
W. MARSHALL, Supt., Toronto, Ont.
F. J. MAHON, Supt., Montreal, Que.
W. M. GODSOE, Supt., St. John, N.B.

JAS. KENT,
Manager Telegraphs, Montreal.

A351.RA.SR.10

431079

Victoria BC.20.Feb.15

Frank Pedley,

LANDS BRANCH FEB 21 1915

Supt.of Indian Lands,

OTTAWA-

Would you wire what action taken semihamoo lease matter urgent.

521P-

Frank J. MacKenzie.

Very Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 424,774.

T. D. FORM 2 B

Canadian Pacific Railway Company's Telegraph

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS

It is agreed between the sender of the following message and this Company that the said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of an unrepeated telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing, beyond the amount received for sending same. To guard against errors the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case it shall not be liable for damages beyond fifty times the amount received for sending and repeating.

Correctness in the transmission of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon, at the following rates, in addition to the usual charge for repeated messages, viz:—One per cent. for any distance not exceeding 1,000 miles and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender, and without liability therefor. This Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the sender's agent; if by telephone, the person receiving the message acts therein as Agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages unless the same be claimed in writing, within sixty days after receipt of telegram for transmission. No employee of the Company shall vary the foregoing.

B. S. JENKINS, Gen. Supt., Winnipeg, Man.
J. WILSON, Supt., Vancouver, B. C.
J. McMILLAN, Supt., Calgary, Alta.
J. TAIT, Supt., Winnipeg, Man.
F. T. JENNINGS, Supt., North Bay, Ont.
W. MARSHALL, Supt., Toronto, Ont.
JNO. F. RICHARDSON, Supt., Montreal, Que.
F. J. MAHON, Supt., St. John, N.B.

JAS. KENT,
Manager Telegraphs, Montreal

SENT NO.	SENT BY	REC'D BY	TIME SENT	TIME FILED	CHECK

Send the following Message, subject to the above terms, which are hereby agreed to:

Ottawa, February 21, 1913.

Frank J. McKenzie,
Victoria, B. C.

Agent Byrne authorized by letter seventeenth instant to submit surrender of portion Semiahmoo reserve to Indians.

J. D. McLean.

(cm D.I.A.)

☞ READ THE NOTICE AND AGREEMENT AT THE TOP

Very Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

DEPARTMENT OF INDIAN AFFAIRS
MAR 6 1913

431883

LANDS BRANCH
MAR 5 1913

Indian Office, New Westminster, B. C.
Feb. 28th, 1913.

Sir:-

Referring to your letter of the 17th ultimo No.424774, I beg to enclose herewith surrender in duplicate, of a portion of Semiahmoo Indian Reserve duly executed by a majority of the Semiahmoo band of Indians, at a meeting of the band summoned in accordance with the rules thereof, and witnessed by myself in accordance with the provisions of the Indian Act, and under instructions received by me from the Department of Indian Affairs.

The total number of voting members in the Semiahmoo band is ten, seven of them were present at the meeting held by me on their reserve on Thursday the 27th instant, for the purpose of taking the surrender as instructed; the other three voting members were absent from the reserve. All the members present at the meeting voted in favor of the surrender of a portion of the reserve to the Department.

Your obedien servant,

Peter Byrne

Indian Agent.

ENCLS.

Frank Pedley, Esq.,
Deputy Superintendent General of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

424774.

Ottawa, March 12, 1913.

His Royal Highness

The Governor General in Council.

The undersigned has the honour to submit a surrender, in duplicate, made on the 27th day of February, 1913, by the Semiahmoo band of Indians, of 36.57 acres (described in and shown on a plan attached to the surrender) of their reserve, on Semiahmoo Bay, in the district of New Westminster, in the Province of British Columbia, the said surrender having been made in order that the land covered thereby may be leased for the benefit of the band.

The surrender has been duly authorized, executed and attested in the manner required by the 49 section of the Indian Act, and the undersigned would recommend that the same be accepted by Your Royal Highness in Council, the original surrender to be returned to the Department of Indian Affairs and the duplicate thereof to be kept of record in the Privy Council Office.

Acting Superintendent General of Indian Affairs.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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424474

Surrender of portion of Semiahmoo Indian Reserve.

An application was made in November last by the Campbell River Lumber Co., Ltd., of Haselmere, B.C., for a 21 year lease of a portion of Semiahmoo reserve for saw-mill purposes at a rental of $100.00 per annum. The Indians passed a resolution in favour of the lease and the Indian Agent stated that it would be a benefit to the Indians as employment would be given them and a market would be provided for their garden produce; that upon examining the land he found it to be of no value for agricultural purposes, and he commended the project to the Department's favourable consideration. The terms are considered by the Department to be favourable.

(The reversionary claim of the Province is, under a recent agreement between Sir Richard McBride and Dr. McKenna, to be adjusted by a joint commission to be appointed by the Governments.)

Indian Affairs,
March 12, 1913.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

40

P.C.590 File.424774

PRIVY COUNCIL
CANADA

Certified Copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 19th. March. 1913.

-0-

On a Memorandum dated 12th March, 1913. from the Acting Superintendent General of Indian Affairs, submitting a Surrender, in duplicate, made on the 27th day of February, 1913 by the Semiahmoo band of Indians. of 36.57 acres. (described in and shown on a plan attached to the surrender) of their reserve. on Semiahmoo Bay, in the district of New Westminste in the Province of British Columbia, the said surrender having been made in order that the land covered thereby may be leased for the benefit of the band.

The Minister recommends-as the surrender, has been d duly authorized, executed and attested in the manner required by the 49th Section of the Indian Act,-that the same be accepted by Your Royal Highness in Council, the original surrender to be returned to the Department of Indian Affairs and the Duplicate thereof to be kept of record in the Privy Council Office.

The Committee submit the same for approval

RODOLPHE BOUDREAU

The Honourable

The Superintendent General

Of Indian Affairs.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

40

P.C.590 File.424774

PRIVY COUNCIL
CANADA

Certified Copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 19th.March.1913.

-0-

On a Memorandum dated 12th March,1913.from the Acting Superintendent General of Indian Affairs,submitting a Sur--render,in duplicate,made on the 27th day of February,1913 by the Semiahmoo band of Indians.of 36.57 acres.(described in and shown on a plan attached to the surrender)of their reserve.on Semiahmoo Bay,in the district of New Westminste in the Province of British Columbia,the said surrender hav--ing been made in order that the land covered thereby may be leased for the benefit of the band.

The Minister recommends-as the surrender,has been d duly authorized,executed and attested in the manner re--quired by the 49th Section of the Indian Act,-that the same be accepted by Your Royal Highness in Council,the or--iginal surrender to be returned to the Department of In--dian Affairs and the Duplicate thereof to be kept of re--cord in the Privy Council Office.

The Committee submit the same for approval

RODOLPHE BOUDREAU

The Honourable

The Superintendent General

Of Indian Affairs.

R12569

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 424,774.

MEMORANDUM.

Ottawa, March 26, 1913.

To the Deputy Minister-

In regard to Order in Council of the 19th inst., accepting surrender by the Semiahmoo band of Indians of 36.57 acres of land on their reserve, to be leased for their benefit, which surrender was taken as instructed in memo. of the 12th of February last, I beg to submit as to whether lease shall now be issued to the Campbell River Lumber Company, in accordance with their application of the 3rd of December, 1912, or whether the matter shall stand for reference to the British Columbia Reserve Commission.

W. Sidey

In Charge Lands & Timber Branch.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

424,774.

Ottawa, April 1, 1913.

Gentlemen,-

Referring to your communication of the 3rd December last, making application for a twenty-one year lease of a portion of the Semiahmoo Indian reserve, containing 28 acres, and offering annual rental of $100.00 payable semi-annually, I am directed to state that before further consideration can be given this matter, it will be necessary for you to obtain and furnish the Department with the consent of the local Government to the issue of this lease.

I may say that the Indians have granted a surrender of the land to be leased for their benefit, but in view of the action being taken towards the appointment of a Commission to ~~look into the question in dispute between the Dominion and the Province, as to Indian lands~~ adjust the Indian Reserve Question in the Province, it is considered advisable before taking any further action in this matter that the consent of the local Government should be furnished.

Your obedient Servant,

J. D. McLEAN.

Asst. Deputy and Secretary.

The Campbell River Lumber Company, Limited,

Hazelmere,

B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

Poor copy

DEPARTMENT OF INDIAN AFFAIRS CANADA

OFFICE OF THE DEPUTY SUPERINTENDENT GENERAL,
OTTAWA. April 16, 1913.

The Lands Branch,-

Will you please have night lettergram prepared to Mr. Frank J. McKenzie, M.P.P., New. Westminster, B. C., stating what form of consent is required from the British Columbia Government for lease of the Semiahmoo Indian reserve to the Campbell River Lumber Company, Limited.

D. S. G. I. A.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

Poor Copy

F. 424,774.

T.D. FORM 2 G

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

NIGHT LETTERGRAM

The Canadian Pacific R'y Co.'s Telegraph transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.

JAS. KENT, Manager Telegraphs

Sent No.	Sent By	Received By	Time Sent	Time Filed	Check

Send the following night lettergram, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Ottawa, April 16, 1913.

Frank J. McKenzie. Esq., M.P.P.,
New Westminster, B. C.

Consent of British Columbia Government for lease of Semiahmoo Indian reserve to Campbell River Lumber Company may be over signature of the Chief Commissioner Lands Department.

J. D. McLean.

(Ch. D .I.A.)

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 424,774.

T.D. FORM 2 G

(13-4-10-5622)

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

NIGHT LETTERGRAM

The Canadian Pacific R'y Co.'s Telegraph transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.

JAS. KENT, Manager Telegraphs

SENT NO.	SENT BY	RECEIVED BY	TIME SENT	TIME FILED	CHECK

Send the following night lettergram, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Ottawa, May 13, 1913.

Campbell River Lumber Company,

White Rock, B. C.

Replying letter of fifth instant, before lease can issue consent thereto over signature of Chief Commissioner Lands Department must be furnished.

J. D. McLean.

(Ch. D.I.A.)

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADIAN PACIFIC R'Y CO'S TELEGRAPHS

NIGHT LETTERGRAM

The Canadian Pacific R'y Co's Telegraph transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.

JAS. KENT, Manager Telegraphs

348 ra sy 98 Night letter.

RECEIVED AT

Nu-chah-nulth, B.C. May 18-19

(WHERE ANY REPLY SHOULD BE SENT)

J.D. McLean,

Indian Dep't, Ottawa.

Representations made by the Campbell River Lumber Company that your government prepared issue lease thirty mile acres along Campbell River Semiahmoo Bay recently surrendered by Indians with your consent. It appears lumber company have proceeded with construction of mill and must have time. Considering investment of lumber company and desirability encouraging this industry provincial government would be agreeable to your lease but for contention that Dominion government has no power lease. Province will consider issue provincial lease of ground for twenty one years unless you insist that matter go before Royal Commission reply by wire.

Robert A. Renwick.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

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CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

NIGHT LETTERGRAM

The Canadian Pacific Ry. Co's Telegraph transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.

JAS. KENT, Manager Telegraphs

Sent By	Recd By	Time Sent	Time Recd	Check

Send the following night lettergram, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Ottawa, May 16, 1913.

Robert A. Renwick,
Deputy Commissioner of Lands,
Victoria, B.C.

Reference your telegram 15th instant. This Department having obtained consent of Indians for lease of portion Semiahmoo Indian Reserve to Campbell River Lumber Co., advised that company before lease could issue by this Department consent of British Columbia Commissioner of Lands necessary. This Department cannot consent to issue of Provincial lease. If therefore, Province refuses to consent lease being issued by this Department, matter will have before Royal Commission.

J.D. McLean.

Chg. DIA.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

Poor copy

424774

T. A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

FRANK G. FOX
VICE-PRESIDENT

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O. ADDRESS
HAZELMERE, B. C.

MILLS:
HAZELMERE, B. C.
WHITE ROCK, B. C.
COLEBROOK, B. C.
CLOVERDALE, B. C.

HAZELMERE, B. C.

May 5th, 1913.

Secretary, Department of Indian Affairs,
Ottawa, Ont.

437572

Dear Sir:

In reply to yours of April 1st, Dept. No. 424774, Re. lease of a portion of the Semihamoo Indian Reserve for a mill site, we have refrained from replying to your letter until we could get in touch with Mr. MacKenzie, the Provincial member for this District.

He informs us that both he and Mr. Taylor, the Dominion Member, took the matter up with Primier McBride, prior to making application to you, and they both conveyed his assurance to the Hon. Doctor Roche, whom they took it up personally with and who accepted their statements and told them the lease would be granted.

These statements can be verified by a wire to Sir Richard McBride, if your department requires further assurance.

We enclose cheque for $100.50, covering amount of rental for one year with exchange.

Trusting you will not hold our operations up any longer than you can possibly help, we are,

Faithfully yours,

CAMPBELL RIVER LUMBER COMPANY, LIMITED,

Per H W Hunter Pres.

Enc.
HWH:CC

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

424774

Lawrence

E/3954

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Entered H.E. Folio 146 536

DEPARTMENT OF INDIAN AFFAIRS MAY 14 1913

37572

DUPLICATE, FOR DEPARTMENT.

37572

No. 391

Bank of Montreal,

$ 100.50 *Ottawa,* May 13th 1913.

RECEIVED from Campbell River Lbr. Co.

on account Indian Funds

the sum of One hundred - - - - - - - - - - - - - 50 *Dollars, which amount will appear at the RECEIVER GENERAL'S credit with this Bank.*

DEPARTMENT OF INDIAN AFFAIRS MAY 14 1913

Signed in Triplicate,

Ent'd. D

G M M e S *Pro. Manager.*

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

ORIGINAL, FOR THE DEPOSITOR.

No. 391

Bank of Montreal,

$ 100.50 *Ottawa,* May 13th 1913.

RECEIVED from Campbell River Lbr. Co.

on account Indian Funds

the sum of One hundred - - - - - - - - - - - - - - 50 *Dollars, which amount will appear at the RECEIVER GENERAL'S credit with this Bank.*

Signed in Triplicate,

Ent'd. [illegible] [illegible] *Pro. Manager.*

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

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424774

T. S. Form 1

Canadian Pacific Railway Company's Telegraph

TERMS AND CONDITIONS

All messages are received by this Company for transmission, subject to the terms and conditions printed on their Blank Form No. 2, which terms and conditions have been agreed to by the sender of the following message. This is an unrepeated message, and is delivered by request of the sender under these conditions.

B. S. JENKINS, Gen. Supt., Winnipeg, Man.
J. F. RICHARDSON, Supt., Vancouver, B.C.
D. COONS, Supt., Calgary, Alta.
R. N. YOUNG, Supt., Moose Jaw, Sask.
J. McMILLAN, Supt., Winnipeg, Man.
W. J. CAMP, Assistant Manager, Montreal, Que.
F. T. JENNINGS, Supt., Sudbury, Ont.
W. MARSHALL, Supt., Toronto, Ont.
F. J. MAHON, Supt., Montreal, Que.
W. M. GODSOE, Supt., St. John, N.B.

JAS. KENT,
Manager Telegraphs, Montreal.

00267

A248EX.SR..53. 350P-

HU Victoria BC.17 May.17.

437279

J.D. McLean,

Asst. Depy. & Secy. Indian dept.

OTTAWA-ONT-

Reference your telegram sixteenth instant province quite prepared to have matter go before royal commission but as federal authorities apparently encourage company to proceed with its works and XXXXX auction sale of lands might be prejudicial to interests of company would suggest under circumstances that you reconsider matter with view to safeguarding companys interest.

Robt.A.Renwick

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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424774
Campbell R. L. 60 cont.
- Lemmahmoo -
? Sabmit

(15-4-10-5522)

File 424,774.

T.D. FORM 2

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

NIGHT LETTERGRAM

The Canadian Pacific R'y Co.'s Telegraph transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.

JAS. KENT, Manager Telegraphs

SENT NO.	SENT BY	RECEIVED BY	TIME SENT	TIME FILED	CHECK

Send the following night lettergram, without repetition, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

RECEIVED MAY 22 1913 TRACING

Ottawa, May 19, 1913

Robert A. Renwick,
Deputy Commissioner,
Lands Department,
Victoria, B. C.

Replying your telegram thirteenth, Department unable to vary action taken. These lands are recognized as Indian lands and as such the trust of administration devolves upon this Department. No reason appears why the Province should not agree to view of this Department.

J. D. McLean.

D.I.A.)

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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File 424,774.

For Sec Lands

MEMORANDUM.

Ottawa, May 19, 1913.

To the Acting Deputy Minister-

In regard to telegram of the 17th instant, from R. A. Renwick, Deputy Commissioner Lands Department, B. C., and communication of the 5th instant from the Campbell River Lumber Company, it is submitted as to whether the action taken by the Department for reference of the matter to the Reserve Commission should be varied.

In this connection I would point out that the land applied for by the Campbell River Lumber Company has been surrendered by the Indians for the purpose of leasing for a term of twenty-one years, on such terms as the Dominion may deem most conducive to the welfare of the Indians. Mr. Renwick was wired on the 16th instant that the Department could not consent to issue of Provincial lease, and that if, therefore, the Province refused to consent to lease being issued by this Department, the matter would have to go before the Royal Commission.

In Charge Lands & Timber Branch.

Laws Branch

I do not see how the decision can be varied. These lands are recognized as Indian lands and as such the trust & administrative duties upon this dept. - I see no reason why the Province should not agree to our view -

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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424774

ROYAL COMMISSION ON INDIAN AFFAIRS FOR THE PROVINCE OF BRITISH COLUMBIA

HON. E. L. WETMORE, CHAIRMAN
NATHANIEL W. WHITE, K.C.
JAMES A. J. MCKENNA, LL.D.
JAMES P. SHAW, M.L.A.
DAY H. MACDOWALL
J. G. H. BERGERON, K.C.,
SECRETARY AND SOLICITOR

ADDRESS OFFICIAL COMMUNICATIONS TO THE SECRETARY

VICTORIA, B.C.

Files Nos. 435626 & 424774

July 30th 1913

J. D. McLean Esq.,
Secretary,
Dept. of Indian Affairs,
OTTAWA, CANADA.

442552

Sir:

By direction of the Royal Commission on Indian Affairs for the Province of British Columbia, I have the honour to advise you that at a meeting of the Commission held this day, it was upon motion Ordered

"That the Semiahmoo Indian Reserve, of the Semiahmoo Tribe, be confirmed as now fixed and determined, as described in the Official Schedule and shewn on the Official Plans, viz: Sections 1 and 2, Tp. 1, West of the Coast Meridian, on Semiahmoo Bay on the International Boundary line and within the New Westminster District, and containing three hundred and ninety two (392) acres, more or less;

"And that a Report of this, the Commission's final fixing of the lands comprised in the said Reserve, be transmitted to His Royal Highness the Governor-General of Canada-in-Council and to His Honour the Lieutenant-Governor of British Columbia-in-Council, with a recommendation that any interest or interests now validly existing, by purchase lease or otherwise, in or to any portion of the said Reserve or the foreshore thereof, be properly protected;

"And, further, that Files 435626 and 424774, referring to this matter, be returned to the Secretary of the Department of Indian Affairs together with a copy of this Minute".

In accordance with this Order I am herewith returning the Files in question.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

ROYAL COMMISSION ON INDIAN AFFAIRS FOR THE PROVINCE OF BRITISH COLUMBIA

HON. E. L. WETMORE, CHAIRMAN
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DAY H. MACDOWALL
J. G. H. BERGERON, K.C.,
SECRETARY AND SOLICITOR

ADDRESS OFFICIAL COMMUNICATIONS TO THE SECRETARY

VICTORIA, B. C.

J.D.McL. No2

442552

I have the honour to be,

Sir,

Your obedient servant

C. H. Abbons

For J.G.H.BERGERON,

Secretary

Enclosures

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very poor copy

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CANADA

424 774-

Ottawa, 11th August, 1913-

Sir,

I beg to acknowledge the receipt of your letter of the 30th Ultimo, enclosing files of correspondence Nos. 424,774 and 435,626, regarding the Semiahmoo Indian Reserve.

Your obedient servant,

J. D. McLEAN

Assistant Deputy & Secretary-

J.G.H. Bergeron, Esq K.C.
Secretary Royal Commission on Indian Affairs,
Victoria,
B.C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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424.774

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PRIVY COUNCIL OF CANADA. 443405

Report

of the

ROYAL COMMISSION ON INDIAN AFFAIRS FOR THE PROVINCE OF BRITISH COLUMBIA

CONFIRMING SEMIAHMOO RESERVE.

DEPT. OF INDIAN AFFAIRS,
AUG 15 1913
SURVEYS.

Made at Victoria, B.C.,
This 30th day of July, 1913.

To His Royal Highness
The Governor-General of Canada-in-Council

and

To His Honour
The Lieutenant-Governor of British Columbia-in-Council.

The Commission being made aware of the importance of finally fixing without evitable delay the lands within the Semiahmoo Indian Reserve, beg leave to Report that, upon Motion, it was this day resolved as follows:

"That the Semiahmoo Indian Reserve of the Semiahmoo Tribe be confirmed as now fixed and determined, as described in the Official Schedule and shown on the Official Plan, namely :-

"Sections 1 and 2, Township 1, West of the Coast Meridian on Semiahmoo Bay, on the International Boundary Line and within the New Westminster District, and containing three hundred and ninety two (392) acres, more or less:

AND THAT a Report of this, the Commission's final fixing of the lands comprised in the said Reserve, be transmitted to His Excellency the Governor-General of Canada-in-Council and to His Honour the Lieutenant Governor of British Columbia-in-Council, with a recommendation that any interest or interests now validly existing by purchase, lease or otherwise in or to any portion of the said Reserve or the Foreshore thereof be properly protected."

All of which is respectfully submitted.

(Sd) E. L. Wetmore.

Chairman.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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PUBLIC ARCHIVES
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CANADA

435-626

59335

House of Commons
OTTAWA

444253

New Westminster, B.C.,
27th August, 1913.

Frank Pedley, Esq.,
Deputy Supt. Gen. Indian Affairs,
Ottawa.

Dear Mr. Pedley:

I am informed that the Indian commission has dealt with the matter of the Semiahmoo Indian reserve in such a way as to leave open the road for action by the government in the matter of the application for lease for sawmill purposes made through Mr. Frank Mackenzie. Also that the report of the commission went to Ottawa some weeks ago. If it is possible to expedite action in this matter, I would be glad if you would do so, as the industry promises to be very valuable to the locality affected, and in these times of industrial depression every industry counts.

Faithfully yours,

J. Daylor

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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F. 424 774.

Ottawa, September 3, 1913

Dear Sir,-

I beg to acknowledge the receipt of your letter of the 27th ultimo, in regard to application for lease of portion of the Semiahmoo Indian reserve, which has been made to the Department through Mr. Frank Mackenzie, and in reply to say that this ~~patent~~ matter will be expedited as far as possible by the Department, the necessary action being taken to obtain the sanction of Council to the report of the Royal Commission on Indian Affairs, ~~[illegible]~~ thereon

Yours very truly,

Asst. Deputy and Secretary.

J. ~~B. Taylor~~ D. Taylor, Esq., M.P.,

New Westminster,

B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

P.C. 2129

435,626

Mr McLean
adg by Supt Gen

452851

DEPARTMENT OF INDIAN AFFAIRS CANADA

Ottawa, August 13, 1913.

His Excellency

The Administrator in Council.

The undersigned begs to report that at a meeting of the Royal Commission on Indian Affairs, for the Province of British Columbia, held on July 30th, 1913, it was upon motion, ordered,

"That the Semiahmoo Indian Reserve, "of the Semiahmoo Tribe, be confirmed as now fixed and "determined, as described in the official Schedule and "shown on the official plans, Viz: Sections 1 & 2 Tp. 1, "West of the Coast Meridian, on Semiahmoo Bay on the "International Boundary line and within the New West-"minster District, and containing three hundred and "ninety two (392) acres, more or less.

"And that a Report of this, the Com-"mission's final fixing of the lands comprised in the "said reserve, be transmitted to His Royal Highness the "Governor General of Canada-in-Council and to His Honour "the Lieutenant-Governor of British Columbia-in-Council, "with a recommendation that any interest or interests "now validly existing, by purchase lease or otherwise, "in or to any portion of the said reserve or the fore-"shore thereof, be properly protected.

"And further that files 455626 and "424774, referring to this matter be returned to the

Secretary

Referred back to Indian Commissioner with Gov. in Council of British Columbia
Minute of Council 3 Sept 1913

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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"Secretary of the Department of Indian Affairs together "with a copy of this Minute."

In this connection the undersigned would refer to an Order in Council, passed on the 27th November, 1912, confirming an agreement entered into by the Special Commissioner on Indian Affairs and the Honourable the Prime Minister of British Columbia, respecting Indian Reserves in that Province,

"The Minister of Justice therefore "advises that the approval of the agreement should be "subject to a further provision which should be accepted "by the Government of British Columbia before the agree-"ment can become effective, providing that notwithstand-"ing anything in the agreement contained the acts and "proceedings of the Commission shall be subject to the "approval of the two Governments, and that the Govern-"ments agree to consider favourably the reports, whether "final or interim, of the Commission with a view to give "effect, as far as reasonably may be, to the acts, pro-"ceedings and recommendations of the Commission, and to "take all such steps and proceedings as may be reasonably "necessary with the object of carrying into execution the "settlement provided for by the agreement in accordance "with its true intent and purpose."

The undersigned would therefore recommend that the final report of the Royal Commission on Indian Affairs for British Columbia, fixing the lands comprising the Semiahmoo Indian Reserve be confirmed, such confirmation being conditional upon similar action being taken by the Government of British Columbia.

The

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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The undersigned would further recommend that a copy of the minute of Council based upon this report be transmitted to the Lieutenant Governor of British Columbia.

Superintendent General of
Indian Affairs.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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435,626

DEPARTMENT OF INDIAN AFFAIRS CANADA

OFFICE OF THE DEPUTY SUPERINTENDENT GENERAL.

OTTAWA. September 8, 1913.

Memorandum.

Superintendent General
of Indian Affairs.

I attach hereto a Report to Council of the 13th ultimo dealing with a final report of the Royal Commission on Indian Affairs for the Province of British Columbia, which final report defines the boundaries of the Semiahmoo Indian Reserve. The Report to Council referred to was returned from Council on the 3rd instant "For further communication with the Government of British Columbia."

I may say that it is not clear to the Department what communication is to be had with the Government of British Columbia. It is required under the arrangement entered into between the Dominion and the Province by a Dominion Order in Council of the 27th November, 1912 and a Provincial Order in Council of the 31st December, 1912, that the acts and proceedings of the two Governments shall be subject to the approval of both Governments. The practice this Department has been

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been following, when a report is received from the Royal Commission dealing with a certain Reserve, is to submit the same to the Governor in Council for approval of its findings. At the same time it is also recommended to Council that a copy of the Dominion Order in Council be transmitted to the Government of British Columbia. Any correspondence which might be necessary between the Province and this Department would take place after the receipt by the Province of the Dominion Order in Council; but in the meantime there would appear to be no occasion for the Department to communicate with the British Columbia Government.

Deputy Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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COPY

Minister's Office,

Ottawa, 16 Sept., 13.

MEMORANDUM

Mr. Pedley,-

Referring to your Memo. of the 8th I have seen the Acting Minister and he states that he understands from the Premier that the Province of British Columbia will not approve of partial reports by the Rotal Commission. The province wants to deal with these reports all at the same time. The Acting Minister understands that the first report of this kind which the Commission made was approved by Council and was forwarded to British Columbia for their consent, but they wrote back saying that they would not deal with the case until all the reports were laid before them.

(Sd.) H. E. Hume.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

INTERIM & FINAL

REPORTS OF ROYAL COMMISSION

ON INDIAN AFFAIRS FOR THE

PROVINCE OF B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

Extract from Agreement of 24th Sept., 1912, between Dominion and Province.

" If, during the period
" prior to the Commissioners mak-
" ing their final report, it shall
" be ascertained by either Gov-
" ernment that any lands being
" part of an Indian reserve are
" required for right of way or
" other railway purposes, or for
" any Dominion or Provincial
" or Municipal public work or pur-
" pose, the matter shall be re-
" ferred to the Commissioners,
" who shall thereupon dispose of
" the question by an interim re-
" port, and EACH GOVERNMENT SHALL
" THEREUPON DO EVERYTHING NECES-
" SARY TO CARRY THE RECOMMENDATIONS
" OF THE COMMISSIONERS INTO
" EFFECT."

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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Interim Report, No. 1.

21 May, 1913.

Mauvais Rocher reserve, Bonaparte band.

Application of C. N. Pacific Ry. Co.
for right of way, 0.56 ac.

File 393,009.

O. C. passed 2 August, 1913.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

Interim Report, No. 1.

21 May, 1913.

Cowichan Lake

and

Skutz reserves.

Application of C. N. Pac. for right of way, 4,465 acs. and 2,828 acs. respectively.

File 410,256.

O. C. passed 30 August, 1913.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

Interim Report, No. 1.

21 May, 1913.

Noonla reserve.

Application of G. T. P. for right of way, 15.48 acs.

Price to be fixed by competent valuator.

File 413,568.

O. C. passed 30 August, 1913.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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Interim Report, No. 1.

21 May, 1913.

Nehalliston reserve.

Application of C. N. Pac. for right of way, 2.69 acs.

Paid in full.

File 414,991.

O. C. passed 2 August, 1913.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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Interim Report, No. 1.

21 May, 1913.

Yelakin reserve, Spuzzum band.

Application of C. N. Pac. for right of way, 5.41 acs.

Paid in full.

File 426,740.

O. C. passed 2 August, 1913.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

Interim Report, No. 1.

21 May, 1913.

Seaspunkut reserve.

Application of G. T. R. for right of way, 16.77 acres.

File 413,570

Memo. to Council being sent to Minister for signature 26 Sept 13

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

Interim Report, No. 2.

7 July, 1913.

Salquo reserve.

Application of G. T. P. for right of way.

File 413,566.

[illegible]t yet dealt with by Department.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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Interim Report, No. 3.

7 July, 1913.

Senanus Island.

Application of Dept. of Marine & Fisheries of Canada for part of the island for beacon light purposes.

File 433,765.

Not yet dealt with by Department.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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Interim Report, No. 5.

22 July, 1913.

Mission reserve,

No. 1 of Squamish Tribe.

Application of Pacific Great Eastern R'y. Co. for right of way, 4.48 acs.

File 410,911.

Memo. to Council herein that to Minister for signature 26 Sept. 1913.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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PUBLIC ARCHIVES
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Interim Report, No. 6.

22 July, 1913.

Salmon Arm reserve.

Application of C. P. R. for lands in connection with a proposed highway necessitated by a change in the location of the Co's. station at Salmon Arm.

File 82,073

Not yet dealt with by Department.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

Interim Report, No. 7.

23 July, 1913.

Bare Island.

Application of B. C. for the island for purposes of establishing a sanctuary for nesting wild sea fowl.

File 442,319.

Not yet dealt with by Department.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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Interim Report, No. 8.

5 August, 1913.

Switsemalph reserve.

Application of Pub. Works Dept. of B. C. for lands for highway purposes.

File 441,583.

Not yet dealt with by Department.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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PUBLIC ARCHIVES
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CANADA

Final Report.

30 July, 1913.

Semiahmoo reserve.

Defining boundaries

File 435,626

also 424,774.

Referred back from Council on 3rd of September, 1913, "For further communication with Government of B. C."

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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(435,626)

21st October, 1913.

Memo:

Mr. Robins,-

I received the papers - returned herewith - which you sent over in connection with Mr. MacGowan's application for a portion of the tide flats in front of the Semiahmoo Indian reserve.

The Semiahmoo reserve matter has, as you know, been reported upon by the Royal B. C. Commission, and has been referred to Council; but we have not been able to make progress.

D. C. Scott

Deputy Supt. General.

RBM

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very poor copy

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Copy

F.424,774

Ottawa, September 3, 1913.

Dear Sir,—

I beg to acknowledge the receipt of your letter of the 27th ultimo, in regard to application for lease of portion of the Semiahmoo Indion reserve, which has been made to the Department through Mr. Frank MacKenzie, and in reply to say that this matter will be expedited as far as possible by the Department, the necessary action being taken to obtain the sanction of Council to the report of the commission on Affairs thereon.

Yours very truly,

J.D. McLean

Asst. Deputy and Secretary.

J.D/. Taylor, Esq., M.P.,

New Westminster,

B.C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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P.O. BOX 217 PHONE 66

F. J. MACKENZIE
Chemist and Druggist

SPECIALTIES
PURE DRUGS
PATENT MEDICINES
TOILET ARTICLES
FANCY GOODS
STATIONERY
PERFUMERY
HIGH GRADE CHOCOLATES
MAIL ORDERS
RECEIVE PROMPT ATTENTION.

New Westminster, B.C. Oct. 27th 1903

Duncan Campbell Scott Esq.
Supt. of Indian Lands.
Ottawa. Can.

Dear Sir/— I enclose you copy of letter from your Dept. to Col. J.D. Taylor which is self explanatory — This application for mill site lease on Semiahmoo Indian Reserve for 36 acres seems to have the good will & favorable judgement of the community, the Indians the local & Dominion members the Indian Commission etc & yet the lease has not been given. This, no doubt, is through lack of attention by some one — As it is of serious moment to those who are residing in this locality & depending on the operation of this mill for a living I would be greatful should you give it your immediate attention and facilitate action there on. Mr Mabee Supt. of Lands while setting squatters claims in Dom. Belt in B.C. visited this locality & could give you particulars in regard to the same other than what might be in possession of your Dept.

I took the matter up personally with Dr Roche a year ago & I think his sickness possibly had something to do with the delay. Hoping to hear from you at an early date I remain

Yours Frank. J. MacKenzie
Prov. Rep. of Delta Riding

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very poor copy

PUBLIC ARCHIVES
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CANADA

November 4th. 1915.

Dear Mr. MacKenzie,

I have your letter of the 27th. ultimo with reference to an application for a lease of a portion of the Semiahmoo Indian Reserve for a mill site. I regret to have to state that little progress has been made as a joint Order in Council of the two Governments confirming the boundaries of this reserve has not as yet been obtained, and as you are aware this is absolutely necessary before action can be taken to grant the lease asked for.

The Hon. Dr. Roche is at present absent from the city and Hon. Sir Richard McBride has left for the coast. I shall, however, take the earliest opportunity of bringing the matter to the attention of my Minister, with a view to expediting it so far as this Department is concerned.

Yours sincerely,

Duncan C. Scott

Deputy Superintendent General.

F. J. MacKenzie, Esq.,
P.O. Box 217,
New Westminster,
B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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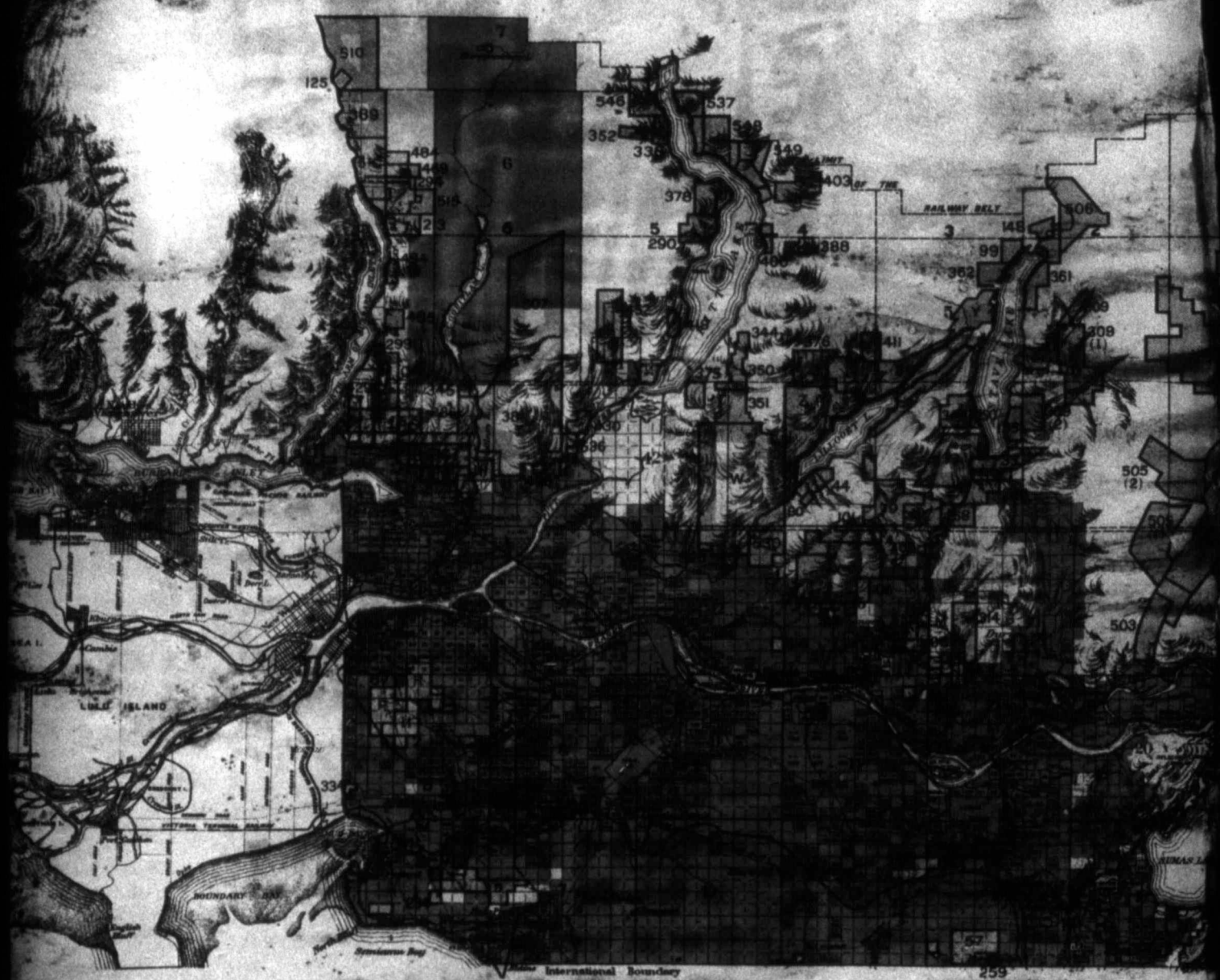
PORT MOODY SHEET

OF THE SEVENTH EAST AND WEST OF COAST MERIDIANS

Issued by the Railway Lands Branch
Department of the Interior
Ottawa



MAP
SHEWING LANDS DISPOSED OF

Prepared under the direction of
F. C. C. Lynch
Superintendent of Railway Lands

LEGEND

Lands disposed of (to December 1st 1912)
shewn thus .....
Timber Berths .....

Trails
Trails surveyed
Post Offices
Railway Stations
Range numbers
Township numbers

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very poor copy

PUBLIC ARCHIVES
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COPY.

New Westminster, B.C., June 26th, 1912.

Memo. of meeting between Campbell River Lumber Company (H.W. Hunter, President & F.G. Fox Vice-President) and Departmental Commission composed of Crown Timber Agent Beckett, Dominion Lands Agent Magee, Timber Inspector McDougall and S. Maber, 20th and 21st June, 1912, at Blaine, Washington, U.S.A.

RE TIMBER BERTHS "B" "L" 176 & "Q".

The licensees of these Berths are Messrs B.C. Mills, T. &. T. Company. They have sold the Timber to the Campbell River Lumber Company. The remaining timber is mostly down cedar and stumps suitable for shingle bolts.

The Lumber Company state they have mills handling the timber which is taken off these berths, one at Hazelmere Cresent, White Rock, Melrose Spur and Cloverdale, and one at Colebrook now being built. These mills represent a total capacity of about 250,000 feet a day. These berths are the main holdings from which the said mills are supplied.

The quarter-sections owned by T.W. Hardy and H. Dunkey are in their berths "Q", S.E.¼ 26 & N.E.¼ 22, Township 1, W.C.M. They are now logging on Dunkey's quarter. They were prepared to log on Hardy's but state that Hardy's attitude in the matter has prevented them from starting. They are willing to arrange that either of these men should clear such portions as they require for agricultural purposes.

The Company state that they will require at least four years to log off their entire holdings in the four berths mentioned.

June 21st, 1912.

After inspection of these berths and meeting with the Campbell River Lumber Company on this date, it was agreed that Crutchley, Morrison, Jacobson and Blair claims, N.½ 18, S.W.¼ 20-7-E.C.M and N.E.¼ 15-1-W.C.M. should be completely logged off this present season and that the license should terminate on the 1st of May, 1913 and be

not

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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not renewed.

It was explained to them that if it was desired by the Department that no further squatters should be allowed on these limits. Note had been taken of each bona fide claim and such note would be held against the legal subdivision on which the squatter is, but no new squatters must be allowed to go on. It is the intention of the Department to proceed legally in conjunction with the licensees re any new squatters the Lumber Company to report to the Crown Timber Agent whenever a new squatter goes on.

In consideration of their proceeding at once to log off the four squatters claims first mentioned, which are the four most important in the group, and the two homesteads, Hardy & Dunkey, the Department will guarantee to the Lumber Company four or five years within which to log off the remainder of the Berth, and within this period they will be secure from any interference whatever. This time is required. They cannot be required to do it sooner, As a quarter-section is logged off, the Company will relinquish it. It is desired that the berth shall be held intact until the license is cancelled and that neither they nor any other person can secure a claim either in the Land Office or when refused at the Land Office, by illegally squatting, and obtain an advantage over the person who does not squat. The Department desires to hold all Timber Berths intact in this shape for that reason. In this case it is arranged to grant entries in the cases above mentioned as soon as possible. The several other squatters on Timber Berths on the various legal subdivisions affected, will not be interfered with, but the Department will co-operate with the licensees in the

future

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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future to forthwith eject any new squatters who go on after this date. It is not intended to eject any squatters at present established in residence. The above is the policy for the future.

SKID WAYS.

The Lumber Company applied for the right to use skid ways on land which they relinquish, in order to continue their operations by the same skid ways through the lands which they relinquished. They were informed that the Department considered this necessary in the interests of the logging of the limits and would reserve such necessary skid ways in any disposition made of the land during the continuance of the license on the balance of the berth, the Lumber Company to inform the Department when relinquishing of the location of such skid,ways.

The Lumber Company was informed that where they owned the timber on Patented Lands, their title was good and that the Department would stand behind their title in any reasonable way. In the case of Hardy I have to consider their title, his allegation to be carefully gone into and a decision arrived at definitely as to his claim. If decided against him he is to be informed that the logging must proceed.

The Campbell River Lumber Company is apparently an energetic and bona fide operating concern. They have several mills actively at work on these limits. Their title is good and they are logging as fast as can be reasonably expected of them, in fact the thorough manner in which they are taking off the Shingle Bolts is an important assistance in the clearing of the land and is of great advantage to the future settler.

The above is to be carried out as between the Company and the Department by correspondence.

sgd. S. Maber.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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New Westminster, B.C.,

29th September, 1913.

452096

Notes re Semihammos Reserve.

Interview with Frank McKenzie.

Mill erected by the Campbell River Lumber Company.

Mill worth $125,000; building opened a month ago about a mile from White Rock station. The mill is built on piles on a 36 acre flat which is flooded by the creek. It is built at the mouth of the creek the location being a most suitable one for a mill site. Lease approved by the Indian Commission, who made an interim report owing to the urgency of the case. The Provincial Government O.Kd that part of the interim report dealing with the lease. The industrial enterprise is an important one both in the interest of the Indians and of the surrounding settlement. One hundred men employed at present and means the employing of another hundred men in the logging camps. A number of the Indians are working in connection with the mill.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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P.O. BOX 217 PHONE 66

F. J. MACKENZIE
Chemist and Druggist

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PERFUMERY
HIGH GRADE CHOCOLATES
MAIL ORDERS
RECEIVE PROMPT ATTENTION.

New Westminster, B.C. Oct 26th 1903

453(1-98)

(Refer to my last letter Sept 3rd from Dept of Indian Affairs signed J.D. McLean
F. 424.774)

Samuel Maber,
Superintendent of Dom Lands,
Ottawa.

Dear Sir/- You will pardon me for writing you in regard to a matter which is not possibly under your department, yet from your personal knowledge of the district and the land being seen by your self on one of your trips you might facilitate the settling of the question before the Indian Department-

The Campbell River Lumber Co having a mill formally on the Campbell River some miles from its mouth were run out and decided it was useless to spend money building in the interior parts as the timber was not there in large enough quantities to justify it. But consented to rebuild on a larger scale if they could lease 36 acres at the mouth of the creek on Seemahamoo Indian Reserve where they could get a supply of logs from the out side timber limits. After a trip to Ottawa - where I received the assurance of the Honorable Dr Roche & Mr Frank Pedley the Supt. of Indian Lands that - if the Indians were satisfied the government were favorably disposed to granting the lease - As this portion of their reserve was flood lands which when the tide rose high there was

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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F. J. MacKenzie
Chemist and Druggist

P.O. BOX 217 PHONE 66

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MAIL ORDERS
RECEIVE PROMPT ATTENTION.

New Westminster, B.C. _____ 190__

two to three feet of water over it and was not suitable for any purpose in fact worthless to the Indians. They were glad to lease the land that they might have a market place for their crop of vegetables etc & a place of employment was also open to them.

The Company have spent $180 000 in a plant and employ 80 men at the mill & 40 in the logging camps. The Indian Commission visited Reserve took the evidence of the Indians. Which was favorable to the Mill Co and the Commission has forwarded to Ottawa an interim report some time ago. The Co now finds it necessary to secure more capital to complete their large plant and cannot do so without a lease. Realizing the importance of this industry to the district I represent I take the liberty of trespassing on your valuable time. Thinking you might locate for the the particular spot where this lease is published as the shaping of this industry means a great loss to this community.

From your personal knowledge of conditions here I feel you can give the Indian Department any further knowledge they may desire.

With best regards & thanking you in anticipation. I am Sincerely Yours Frank J. MacKenzie

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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452096

18th Decr. 1913

The Campbell River Lumber Company
White Rock
B.C.

The Minister of the Interior

Dear Sirs,

I have the honour to advise you that the Company's application for a confirmation by the Province of British Columbia of the title to be issued to you by the Dominion Government of your mill site on Semiahmoo Indian Reserve has been considered by the Executive Council.

The decision reached by the Executive Council in the matter was that it would not be advisable to comply with your request; but, having regard for all the circumstances of the case, it was agreed that a lease of the right title and interest of the Province in the said mill site should issue to your Company for the same period (not exceeding 21 years) and on the same terms and conditions as may be imposed in the lease to issue from the Dominion Government.

Trusting this disposition of the matter will be satisfactory to your Company,

I remain, Yours truly,

Minister of Lands

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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424779

NOTE.—All communications in reference to Departmental matters should be addressed to the Deputy Minister of Lands.

All cheques should be certified and made payable at par in Victoria.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

DEPARTMENT OF LANDS.

Refer to File No.

DEC 29 1913

Victoria, 18th December, 1913

Int. to C. Secy.
Please answer

452096

452096

Hon. Dr. Roche
Minister of the Interior
Ottawa, Ont.

Dear Sir,

I beg to send you herewith a copy of a letter I am today dispatching to the Campbell River Lumber Company, of White Rock B.C., regarding their application for a mill site on the Semiahmoo Indian Reserve, and trust the same will be satisfactory to your department.

Yours truly,

Wm Ross

Minister of Lands

MG

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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December 27, 1913.

Dear Sir,-

I beg to acknowledge the receipt of your communication of the 18th instant, addressed to the Hon. Dr. Roche, inclosing copy of a letter addressed by you to the Campbell River Lumber Company, in connection with lease of mill site on the Semiahmoo Indian reserve, and in reply to say that the contents of this communication have been duly noted.

Yours very truly,

Deputy Superintendent General.

Hon. W. R. Ross,
Minister of Lands,
Victoria, B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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DEPARTMENT OF INDIAN AFFAIRS CANADA

OFFICE OF THE DEPUTY SUPERINTENDENT GENERAL

OTTAWA December 30, 1913.

424,774

Mr. Orr,-

LANDS BRANCH DEC 30 1913

Please prepare a lease in favour of the Campbell River Lumber Company in connection with their application for a mill-site in the Semiahmoo Indian reserve.

Duncan C. Scott

D. S. G. I. A.

Ocl

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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424,774.

Ottawa, January 2, 1914.

Gentlemen,-

I beg to inclose lease, in triplicate, to your Company, covering 36 57/100 acres of land on the Semiahmoo Indian reserve, for sawmill purposes, which you will kindly have executed and return the documents to the Department when one, executed by the Department, will be forwarded to you.

Your obedient Servant,

J. D. McLean

Asst. Deputy and Secretary.

The Campbell River Lumber Company, Ltd.,
White Rock,
B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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424,774.

Ottawa, Jan. 9, 1914.

Sirs:-

Referring to letter to you of the 2nd instant, I beg to inform you that the following clause was omitted in the draft of lease sent you on the said date;-

"excepting thereout and therefrom all portions of the "Indian Reserve road allowance sixty-six feet wide that "may be included in the said described tract."

I have to request that the said clause be inserted in the lease after the words "coloured red on annexed plan"

If the lease has already been executed on the part of the company and forwarded to the Department the said clause will be inserted here before acceptance by the Department.

Your obedient servant,

Assistant Deputy and Secretary.

The Campbell River Lumber Company, Limited,
White Rock, B.C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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424774

T. A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

FRANK G. FOX
VICE-PRESIDENT

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

P. O ADDRESS
WHITE ROCK, B. C.

LATH AND ALL HIGH GRADE SHINGLES
FINISH. MOULDINGS AND TURNED STOCK OUR SPECIALTY

MILLS:
HAZELMERE, B. C.
WHITE ROCK, B. C.
COLEBROOK, B. C.
CRESENT, B. C.
CLOVERDALE, B. C.

WHITE ROCK, B. C. January 10th 1914.

453658

The Secretary,
Department of Indian Affairs.
Ottawa, Ont.

Dear Sir:-

We beg to acknowledge receipt of your favor of the 2nd Inst, Your File #424774, and thank you for same.

We beg to enclose, executed by ourselves, the three Instruments you sent us, and will await one executed by your Department.

Yours most respectfully,
CAMPBELL RIVER LUMBER COMPANY LTD.
Per. H W Hunter Pres,

HWH/gg.
Encl.

LANDS BRANCH
JAN 21 1914

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-04 pt. 1)

PUBLIC ARCHIVES
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CANADA

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424 774-

OTTAWA, 23rd January, 1914-

Gentlemen-

I enclose herewith triplicate of Lease No 45, duly executed, in your favour, covering part of the Semiahmoo Indian Reserve, for sawmill purposes.

Your obedient servant

Sgd. to. a. Ors —

In charge Lands & Timber Branch.-

The Campbell River Lumber Company, Limited,

WHITE ROCK,

B.C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424 774-

OTTAWA, 23rd January, 1914-

Sir-

I enclose herewith duplicate of lease No 45, in favour of The Campbell River Lumber Company, Limited, to be kept of record in your office, the triplicate having been sent direct to the Company.

Your obedient servant

Sgd. W. A. Orr

In charge Lands & Timber Branch.-

Note Rental for 13th January 1913 ($100.00)
WOD From 1 March 1913 to 1 March 1914

Peter Byrne, Esq.,
Indian Agent,
NEW WESTMINSTER,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

T. A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

424774

FRANK G. FOX
VICE-PRESIDENT

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O ADDRESS
WHITE ROCK, B. C.

MILLS:
HAZELMERE, B. C.
WHITE ROCK, B. C.
COLEBROOK, B. C.
CRESENT, B. C.
CLOVERDALE, B. C.

WHITE ROCK, B. C. January 17th 1914.

The Secretary,
The Department of Indian Affairs.
Ottawa, Ont.

453874

Dear Sir:-

We beg to acknowledge receipt of your favor of the 9th Inst, your File #424774, we note the clause omitted in the lease.

We returned the lease signed by ourselves on January 10th. We have no objection of your inserting the clause omitted. Please have the clause inserted and return to us at your early convenience.

Thanking you for past favors, we are.

Yours most sincerely,
CAMPBELL RIVER LUMBER COMPANY LTD.
Per. H W Hunter Pres.

HWH/gg.

LANDS BRANCH
JAN 26

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

424 774-

OTTAWA, 27th January, 1914-

Sir-

Referring to letter to you of the 23rd Instant, I have to request you to be good enough to return Lease No 45, in favour of The Campbell River Lumber Company, Limited, as there is a clause to be added thereto, which will be done and the lease again sent you with the least possible delay.

Your obedient servant

In charge Lands & TimberBranch.

Peter Byrne, Esq.,
Indian Agent,
NEW WESTMINSTER,
B.C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424 774-

OTTAWA, 27th January, 1914-

Sir-

Referring to official letter to you of the 9th and to your reply of the 17th Instant, regarding the insertion of clause in lease in your favour, I beg to say that said lease was forwarded on the 23rd Instant, but the clause in question was inadvertently omitted therefrom, and I have to request you to be good enough to return said lease, which will be amended, as indicated, and again sent you, with as little delay as possible.

Your obedient servant

(sgd.) W. A. Orr.

In charge Lands & Timber Branch.

The Campbell River Lumber Company, Ltd.,
WHITE ROCK,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

J. W. HUNTER
PRESIDENT
T. A. HUNTER
TREASURER

FRANK G. FOX
VICE-PRESIDENT

H. W. HUNTER
SECRETARY
C. F. HUNTER
SUPERINTENDENT

424774

Campbell River Lumber Company, Ltd.

Cedar and Fir Lumber

RED CEDAR SHINGLES
CEDAR PILES AND TELEPHONE POLES

P. O. ADDRESS
BLAINE, WASHINGTON
WHITE ROCK, B. C.

WHITE ROCK, B. C., January 30th 1914. 191

The Secretary.

The Department of Indian Affairs.

Ottawa, Can.

Dear Sir:-

We beg to acknowledge receipt of your favor of the 23rd Inst, your file #424774., enclosing Lease #45, we thank you for same.

Yours faithfully,

CAMPBELL RIVER LUMBER COMPANY LTD.

Per. H. W. Hunter Pres

HWH/gg.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

New Westminster, B.C.

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER.

February 2nd, 1914. 191

Sir,—

Referring to Departmental letter of the 27th ult. No.424774, I beg to return herewith copy of lease in favor of the Campbell River Company, to a portion of the Semiahmoo Indian Reserve.

Your obedient servant,

Peter Byrne

Indian Agent.

Encl.

W. R. Orr, Esq.
c/o Lands & Timber Branch,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

T. A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

FRANK G. FOX
VICE-PRESIDENT

424774

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O. ADDRESS
WHITE ROCK, B. C.

MILLS:
HAZELMERE, B. C.
WHITE ROCK, B. C.
COLEBROOK, B. C.
CRESCENT, B. C.
CLOVERDALE, B. C.

WHITE ROCK, B. C. February 13th 1914.

The Secretary.
Department of Indian Affairs.
Ottawa, Can.

455668

Dear Sir:-

Attention Mr.W.A.Orr.

Replying to your favor of the 27th Ult., your file #424774, we beg to enclose lease for the corrections as per your letter of January 9th, we will ask you to please have this lease changed and signed and return to us as soon as possible, we will sign the copies for you and return them as we are anxious to have this matter completed.

Your usual prompt attention will be appreciated.

Yours truly,

CAMPBELL RIVER LUMBER COMPANY LTD.

Per. H. W. Hunter, Pres.

...DS BRANCH
...20 1914

HWH/gg.

Lease handed to Mr. Orr.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424 774-

OTTAWA, 21st February, 1914-

Gentlemen-

I enclose herewith triplicate of Lease No 45, in your favour, duly amended, covering part of the Semiahmoo Indian Reserve, for saw-mill purposes.

Your obedient servant

W. A. Orr

In charge Lands & Timber Branch.-

WAO

Campbell River Lumber Company, Limited,

WHITE ROCK,

B.C.-

140

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424 774-

OTTAWA, 21st February, 1914-

Sir-

I enclose herewith duplicate of Lease No 45 in favour of the Campbell River Lumber Company, Limited, to be kept of record in your office.

Your obedient servant

W.A.C.

In charge Lands & Timber Branch.

Peter Byrne, Esq.,
Indian Agent,
NEW WESTMINSTER,
B.C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

Copy

THE "WATER ACT" AND AMENDING ACTS.

PERMIT No. 553

WHEREAS Campbell River Lumber Co.Ld. of White Rock B.C.

(hereinafter called "the applicant") has made an application for a licence under Part V. of the "Water Act," and has furnished to the undersigned the information required by the said Part V.:

1. There is hereby granted to the said applicant permission to take the storage necessary for the construction of works for:

A. The diversion of ninety six thousand gallons of water per day from Leason Creek a tributary of Campbell Creek. The point of diversion is described as about six hundred feet from the mouth of the said Leason Creek.

B. The carriage of the said water from the said point of diversion to a sawmill situate on the Semiahmoo Indian Reserve, being part of Sections 1 and 2 Township 1 West of the Coast Meridian, for use there only for industrial purposes.

C. The return of the said water to the said Campbell Creek at a point about three hundred feet below the mouth of the said Leason Creek.

D. Any licence issued under this permit shall become void upon the expiration of the lease held by the applicants of part of the Semiahmoo Indian Reserve as above described.

E. This permit and any licence issued thereunder will be subject to adjustment as to quantity after a hydrographic survey of the stream has been made and to any rights as determined by the Board of Investigation with a priority dating on or before the 19th day of December 1913.

F. This permit shall not be valid and effective to authorise the construction and maintenance of any works upon, or the use or occupation of any lands belonging to the Crown in the right of Canada, unless and until approved by the Minister of the Interior of Canada, and shall be subject to such terms and conditions as the Minister may prescribe.

G. This permit shall not be valid and effective to authorise the construction and maintenance of any works upon, or the use or occupation of any lands belonging the Crown in the right of Canada, unless and until approved by the Superintendent-General of Indian Affairs, and shall be subject to such terms and conditions as the Superintendent may prescribe.

be payable on or before the 1st day of [illegible] in [illegible]

7. This permit is issued pursuant to the provisions of the "Water Act" and its amendments, and is subject to all the obligations and limitations conferred and imposed by the said Act.

William [illegible]

Comptroller of Water Rights.

Permit Form A—Water Rights Branch—6,000/6/1912

Permit No.553 Industrial purposes.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NOTE.—All communications in reference to water rights must be addressed to
Comptroller of Water Rights,
Parliament Buildings,
Victoria, B.C.

Refer to File No. [illegible]281

~~417824~~
424774

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

WATER RIGHTS BRANCH
(DEPARTMENT OF LANDS).

Victoria, Feby 28 1914

Surveys

The Supt.General of Indian Affairs,
Dept. of Interior
Ottawa. Canada.

456487

Sir,-

I beg to send you herewith for your information copy of Permit No.553 granted to the Campbell River Lumber Coy. Ltd. for the diversion of water from Leason Creek,and would call your attention to clause "G" of the permit.

I have the honour to be
Sir
Your obedient servant
William Young
Comptroller of Water Rights.

DEPT. OF INDIAN AFFAIRS,
MAR 7 1914
SURVEYS.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424,774

Ottawa, 9th March, 1914.

Sir,-

Encl.

I beg to enclose for your information a copy of Permit No. 553, granted to the Campbell River Lumber Company for the diversion of water from Leason Creek and to request you to be good enough to advise the Department as to whether you know of any objection on the part of the Department to the granting of this lease.

Your obedient servant,

Sgd J. McLean

Asst. Deputy and Secretary.

Peter Byrne, Esq.,
Indian Agent,
New Westminster, B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FRANK G. FOX
VICE-PRESIDENT

424774

H. W. HUNTER
SEC'Y
C. F. HUNTER
SUPERINTENDENT

Campbell River Lumber Company, Ltd.

Cedar and Fir Lumber

RED CEDAR SHINGLES
CEDAR PILES AND TELEPHONE POLES

P. O. ADDRESS
BLAINE, WASHINGTON
WHITE ROCK, B. C.

WHITE ROCK, B. C., March 5th 1914. 191

The Secretary.

Department of Indian Affairs.

Ottawa, Ont.

456822

Dear Sir:-

We beg to acknowledge receipt of your favor of the 21st Ult, your file #424774 enclosing Lease. Many thanks.

Yours truly,

CAMPBELL RIVER LUMBER COMPANY LTD.

HWH/gg.

Per. H W Hunter Pres.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FRANK G. FOX
VICE-PRESIDENT

424774

H. W. HUNTER
SECRETARY
C. F. HUNTER
SUPERINTENDENT

Campbell River Lumber Company, Ltd.

Cedar and Fir Lumber

RED CEDAR SHINGLES
CEDAR PILES AND TELEPHONE POLES

P. O. ADDRESS
BLAINE, WASHINGTON
WHITE ROCK, B. C.

WHITE ROCK, B. C., March 5th 1914. 191

The Secretary.

Department of Indian Affairs.

Ottawa, Ont.

456822

Dear Sir:-

We beg to acknowledge receipt of your favor of the 21st Ult, your file #424774 enclosing Lease. Many thanks.

Yours truly,

CAMPBELL RIVER LUMBER COMPANY LTD.

HWH/gg.

Per. H W Hunter Pres.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor copy

PUBLIC ARCHIVES
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CANADA

457227

THE "WATER ACT" AND AMENDING ACTS.

PERMIT No. 553

WHEREAS Campbell River Lumber Co.Ld. of White Rock B.C. (hereinafter called "the applicant") has made an application for a licence under Part V. of the "Water Act," and has furnished to the undersigned the information required by the said Part V.:

1. There is hereby granted to the said applicant permission to make the surveys necessary for the construction of works for:—

A. The diversion of ninety six thousand gallons of water per day from Leason Creek a tributary of Campbell Creek. The point of diversion is described as about six hundred feet from the mouth of the said Leason Creek.

B. The carriage of the said water from the said point of diversion to a Sawmill situate on the Semiahmoo Indian Reserve, being part of Sections 1 and 2 Township 1 West of the Coast Meridian, for use there only for Industrial purposes.

C. The return of the said water to the said Campbell Creek at a point about three hundred feet below the mouth of the said Leason Creek.

D. Any licence issued under this permit shall become void upon the expiration of the lease held by the applicants of part of the Semiahmoo Indian Reserve as above described.

2. The said application for a licence and the licence which may be issued thereunder shall have precedence from the 19th day of December 1913.

3. The said surveys shall be made and the plans of the works required for the diversion, ~~storage~~, and carriage of the said water ~~and for the transmission of the said power~~ shall be submitted to the undersigned before the 30th September 1914.

4. The application to the ~~Lieutenant-Governor-in-Council~~ Minister of Lands for the approval of the undertaking ~~shall be made before the~~ is not required.

5. If the said surveys are not made or the said plans are not submitted within the time fixed by this permit or extended by the Lieutenant-Governor in Council, the rights of the applicant shall cease, and this permit shall become null and void without any further notice, demand, or proceeding.

6. The annual fee, until lawfully altered, shall be $1.00, and shall be payable on or before the 1st day of June, in advance.

7. This permit is issued pursuant to the provisions of the "Water Act" and its amendments, and is subject to all the obligations and limitations conferred and imposed by the said Act.

COMPTROLLER OF WATER RIGHTS

COUNTERFOIL

INCOME OFFICE MAR 2 1914 VICTORIA, B.C.

.....

Comptroller of Water Rights.

Permit Form A—Water Rights Branch—6,000/6/1912.

Permit No.553 Industrial purposes.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

E. This permit and any licence issued thereunder will be subject to adjustment as to quantity after a hydrographic survey of the stream has been made and to any rights as determined by the Board of Investigation with a priority dating on or before the 19th day of December 1913.

F. This permit shall not be valid and effective to authorise the construction and maintenance of any works upon, or the use or occupation of any lands belonging to the Crown in the right of Canada, unless and until approved by the Minister of the Interior of Canada, and shall be subject to such terms and conditions as the Minister may prescribe.

G. This permit shall not be valid and effective to authorise the construction and maintenance of any works upon, or the use or occupation of any lands belonging to the Crown in the right of Canada, unless and until approved by the Superintendent General of Indian Affairs, and shall be subject to such terms and conditions as the Superintendent may prescribe.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

424774

44821.

Surveys
see letter
herewith

457227

DEPT. OF INDIAN AFFAIRS,
MAR 17 1914
SURVEYS.

DEPT. OF INDIAN AFFAIRS
MAR 17 1914

Indian Office, New Westminster, B. C.
March 10th, 1914.

Sir:-

I beg to enclose herewith copy of "Permit No.553 "granted to the Campbell River Lumber Company, Limited, for the diversion of water from Leason Creek, and would respectfully call the attention of the Department to clause "G " of the said permit.

Your obedient servant,

Peter Byrne

Indian Agent.

Encl.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

FRANK G. FOX
VICE-PRESIDENT

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O. ADDRESS
WHITE ROCK, B. C.

MILLS:
HAZELMERE, B. C.
WHITE ROCK, B. C.
COLEBROOK, B. C.
CRESCENT, B. C.
CLOVERDALE, B. C.

MAY 8 1914

WHITE ROCK, B. C. April 29th 1914

Act
Bdb

400934

Mr.W.A.Orr.
In charge of Lands & Timber Branch.
Ottawa, Que.

Dear Sir:-

Enclosed please find our check for $50.00 being half yearly rent due on account of Lease of Semiahmoo Indian Reserve at White Rock, B.C., rent being from March 1st 1914 to September 1914.

Your receipt for same will be appreciated.

Yours truly,

CAMPBELL RIVER LUMBER COMPANY LTD.

Per. H W Hunter Pres

HWH/gg
Encl

LANDS BRANCH
MAY 9

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Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

BANK RECEIPT No. 42474 559

Amt. $50.00 — chq.

E.D.D.

Date 6 — 5 — 1914

Entered Journal No. 18 Folio 54

400934

Dept. Receipt No. 34620 May 9/14

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Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

THIS INDENTURE made in triplicate the 30th day of September in the year of our Lord one thousand nine hundred and fourteen.

BETWEEN

CAMPBELL RIVER LUMBER COMPANY LIMITED, a body corporate with head office at Hazelmere in the Province of British Columbia, (hereinafter called the Assignor)

of the FIRST PART.

AND

BANK OF MONTREAL, (hereinafter called the Assignee)

of the SECOND PART.

WITNESSETH that in consideration of One Dollar of lawful money of Canada, now paid by the said Assignee to the said Assignor, (the receipt whereof is hereby acknowledged), and for other good and valid considerations in money and otherwise, it the said Assignor DOTH GRANT AND ASSIGN unto the said Assignee, its successors and assigns, subject to the consent of the Superintendent-General of Indian Affairs, all and singular the premises comprised in and demised by a certain Indenture of Lease, bearing date the 2nd. day of January, A. D. 1914, and made between the Superintendent-General of Indian Affairs of the First Part and the Assignor of the Second Part, and being composed of All and singular that certain parcel or tract of land lying and being in Township One, West of Coast Meridian, and being composed of part of the Semiahmoo Indian Reserve, which may be more particularly described as follows, that is to say:- Commencing at a point on the South boundary of the Southeast Quarter Section Eleven of said Township One, said point being distant thirty feet from the said

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

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Southeast angle of said Southeast Quarter Section Eleven and measured on the course South Eighty-nine degrees and thirty-four minutes West; thence along the South boundary of said Section Eleven a distance of fifteen hundred and sixty feet; thence South twenty-four degrees and twenty-seven minutes West a distance of four hundred and forty-one feet and four tenths of a foot more or less to the North boundary of Great Northern Railway right-of-way thence on a course South sixty-five degrees and thirty-three minutes East and along said North boundary of said right-of-way a distance of twenty-six hundred and thirteen and one-half feet; thence North Twenty-seven degrees and fifty-seven minutes East a distance of two hundred and twenty-two and seven tenths feet; thence North thirty-four degrees and forty-six minutes West a distance of two hundred and four and eight-tenths feet; thence North nine degrees and one minute West a distance of three hundred and fifty-one and four-tenths feet; thence North forty-six degrees and fifty-eight minutes West a distance of Two hundred and ten and one-tenth feet; thence North seventy-nine degrees and thirty-six minutes West a distance of two hundred and nineteen and four-tenths feet; thence North eighty-one degrees and seventeen minutes West a distance of one hundred and eighty-eight and one-tenth feet; thence South fifty-nine degrees and fifty minutes West a distance of one hundred and sixty-nine and eight-tenths feet; thence North fifty-five degrees and thirty-five minutes West a distance of one hundred and fifty-seven and two-tenths feet; thence North fifty-seven degrees and four minutes East a distance of two hundred and ninety-seven and six-tenths feet; thence North sixty-three degrees and thirty minutes East a distance of two hundred and seventeen feet; thence North two degrees and twenty minutes East a distance of four hundred and forty-six feet more or less to the place of beginning, containing by admeasurement thirty-six and fifty-seven hundredths acres be the same more or less,

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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colored red on the plan thereto annexed, excepting thereout and therefrom all portions of the Indian Reserve Road allowance Sixty-six feet wide and of the gazetted road that may be included in the said described tract.

Together with the appurtenances thereto belonging, and all the mills,buildings,plant,machinery and equipment now erected or affixed to the said premises, and the said lease and all covenants,provisoes and conditions therein contained.

TO HOLD the same unto the said Assignee,its successors and assigns,henceforth for and during the residue of the term thereby granted, and for all other the estate,term and interest,if any, of the Assignor therein.

And the said Assignor for itself,its successors and assigns, doth hereby covenant with the said Assignee,its successors and assigns,that notwithstanding any act of the said Assignor,it now has goodright to assign the said lease and premises in manner aforesaid,subject as aforesaid, and that it shall be lawful for the Assignee,its successors and assigns peaceably and quietly to hold,occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said Indenture of Lease,and receive the rents and profits thereof without any interruption by the said Assignor,or any person claiming under it free from all charges and encumbrances whatsoever, and also that the said Assignor and all persons lawfully claiming under it, will at all times hereafter,at the request and costs of the said Assignee,its successors and assigns,assign and confirm to it and them the said premises for the residue of the said term as the said Assignee,its successors or assigns shall reasonably require.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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And the said Assignor hereby irrevocably appoints the Manager of the Assignee at the City of New Westminster for the time being, its true and lawful Attorney to execute under the seal of the Assignor any documents which may be necessary or expedient to more fully assign and confirm to the Assignee, its successors and assigns, the said lease, or any of the said premises, with the full benefit and advantage thereof.

IN WITNESS WHEREOF, the parties hereto have by their proper officers duly authorized in that behalf, executed this Indenture.

SIGNED, SEALED and DELIVERED,)
In the presence of.)

Campbell [illegible] Ltd.

[illegible]

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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PUBLIC ARCHIVES
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CANADA

CORBOULD, GRANT & McCOLL
BARRISTERS, SOLICITORS, ETC.

G. Corbould, K.C., J. R. Grant
A. E. McColl

Solicitors for the Bank of Montreal

P. O. Box 92

Telephone 26

409154

New Westminster, B. C., October 1st. 1914.

Superintendent-General of Indian Affairs,
Ottawa.

Sir:-

We have the honour on behalf of the Bank of Montreal, to enclose you herewith an assignment in duplicate from the Campbell River Lumber Company, Limited to the Bank of Montreal, of an Indenture of Lease, dated the 2nd. day of January, 1914, made subject to your approval.

We would esteem it a great favour if you could approve of this document and return to us at the earliest possible date, as it is necessary for us to have the same in connection with dealings between the Bank of Montreal and the Campbell River Lumber Company, Limited.

We have the honour to be,
Sir,
Your obedient servants,

CORBOULD, GRANT & McCOLL
Per J. R. Grant

JRG-W.
Encls.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

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Department of Indian Affairs

Canada

File No. 424,774.

Lands and Timber Branch

Ottawa, October 9. 1914.

Memo.

To the Deputy Minister,-

In regard to letter from Messrs. Corbould, Grant & McColl of the 1st instant, inclosing an assignment from the Campbell River Lumber Company. Limited, to the Bank of Montreal, of the lease of part of the Semiahmoo Indian reserve, I beg to say that, in January last a lease was issued to the Campbell River Lumber Company for 36 57/100 acres of land on the Semiahmoo Indian reserve for a term of 21 years from the 1st of March, 1913, at an annual rental of $100.00, payable half-yearly in advance. The rental under this lease has been paid up to the 1st of March, 1915. I would, therefore, beg to recommend the acceptance of transfer.

Officer in Charge.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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424 774-

OTTAWA, 14th October, 1914-

Sir-

I beg to acknowledge the receipt of your letter of the 1st Instant, enclosing assignment from the Campbell River Lumber Company to the Bank of Montreal, of Lease, dated 2nd January 1914, and in reply to say that said assignment has been accepted by the Department and the duplicate is herewith enclosed, with acceptance endorsed thereon.

Your obedient servant

In charge Lands & Timber Branch.-

J.R.Grant, Esq.,
Messrs Corbould, Grant & McColl,
Barristers &c.,
NEW WESTMINSTER,
B.C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
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CANADA

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424 774-

OTTAWA, 14th Octob4r, 1914-

Sir-

I beg to advise you that the Department has accepted an assignment of Lease (No 45) from the Campbell River Lumber Cpmpany to the Bank of Montreal, and I have to request you to make a note of this on the copy of lease in your office and in the Lease Book.

Your obedient servant

W. A. Orr

In charge Lands & Timber Branch.-

Peter Byrne, Esq.,
Indian Agent,
NEW WESTMINSTER,
B.C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

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424774

MSPHILLIPS & WOOD
Barristers & Solicitors

L. G. McPHILLIPS, K.C.
HERBERT S. WOOD

Cable Address "Phillip"

112 to 120 Burks Building
Vancouver, B.C.

GS

25th November, 1914.

Superintendent of Indian Affairs,
Department of the Interior,
Ottawa.

472251

Dear Sir:-

We should be glad if you would let us have a description of the property, of which the Campbell River Lumber Company have a lease in the Semiahmoo Indian Reserve near White Rock, B. C.

We are referred to you by the Indian Agent at New Westminster, and should be glad if you would let us have a reply by wire collect.

Yours truly,

JAF.

L. G. McPhillips & Wood

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Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Z-10-6332) F. 424,774. T.D. FORM 2 G

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

NIGHT LETTERGRAM

The Canadian Pacific R'y Co.'s Telegraph transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.

JAS. KENT, Manager Telegraphs

Sent No.	Sent By	Received By	Time Sent	Time Filed	Check

Send the following night lettergram, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

N.D.

Ottawa, December 1, 1914.

McPhillips & Wood,
Barristers,
Birks Building,
Vancouver, B. C.

Description in lease Semiahmoo reserve land very lengthy Agent Byrne, New Westminster, has copy lease sent him twenty-first February last.

J. D. McLean.

(Ch. D.I.A.)

Form WTO

Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

T. D. FORM 1 G

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

NIGHT LETTERGRAM

The Canadian Pacific R'y Co's Telegraph transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.
JAS. KENT, Manager Telegraphs

2290 Ra B 1021Pm, 19 Collect Wu

RECEIVED AT

(WHERE ANY REPLY SHOULD BE SENT)

New Westminster BC Dec 4/14

472750

00442

J D McLain,

Secy Dept Of Indian Affairs, Ottawa

McPhillips and Wood barristers Vancouver want description of lands leased to Campbell River lumber Co Semahmoo reserve please advise

Peter Byrne.

Amits

Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(15-4-10-6332) F. 424,774. T.O. FORM 2.G

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

NIGHT LETTERGRAM

The Canadian Pacific R'y Co.'s Telegraph transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.

JAS. KENT, Manager Telegraphs

Sent No.	Sent By	Received By	Time Sent	Time Filed	Check

Send the following night lettergram, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Ottawa, December 5, 1914.

Peter Byrne,
Indian Agent,
New Westminster,
B. C.

Furnish McPhillips & Wood with copy description in lease of part Semiahmoo reserve to Campbell River Lumber Company sent you twenty-first February last.

J. D. McLean.

(cm. D.I.A)

Poor copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

McPHILLIPS & WOOD
Barristers & solicitors

L. G. McPHILLIPS, K.C.
HERBERT S. WOOD

Cable Address "Phillo"

112 to 120 Birks Building
Vancouver, B.C.

GS

4th December, 1914.

J. D. McLean, Esq.,
Department of Indian Affairs,
Ottawa.

~~Vi29~~

$150 due to Medich

re Campbell River Lumber Co:

Dear Sir:-

We are in receipt of your telegram of the 1st instant for which we are obliged.

Yours truly,

JAF.

McPhillips & Wood

Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

24,774.

Ottawa, March 2, 1916.

Gentlemen,-

I beg to call your attention to the fact that under the lease to the Campbell River Lumber Company of part of the Semiahmoo reserve, there is due up to the 1st of March next rental amounting to $150.00, and I have to request that you will kindly have the Company transmit this amount at an early date.

Your obedient Servant,

W. A. Orr.

WWD

In Charge Lands & Timber Branch.

Messrs. McPhillips & Wood,
Barristers, etc.,
712 Birks Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

McPHILLIPS & WOOD
Barristers & Solicitors
L.G. McPHILLIPS, K.C.
HERBERT S. WOOD
Cable Address "Philla"

112 to 120 Birks Building
GS
Vancouver, B.C. 9th March, 1916.

DEPARTMENT OF INDIAN AFFAIRS
MAR 14 1916

Secretary Dept. of Indian Affairs,
Ottawa.

438488

Re Campbell River Lumber Co.
Your File No. 424,774

Dear Sirs:-

We are in receipt of your letter of the 2nd instant and have forwarded it to Mr. Geo.D.Brymner of New Westminster, who is looking after the affairs of this Company. We have no connection with the Company except that we were acting for a client who has a claim which is reduced to a judgment in a Mechanics' Lien action.

Yours truly,

McPhillips & Wood

HSW.

Poor copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PROVINCE OF BRITISH COLUMBIA

WATER RIGHTS BRANCH.

DEPARTMENT OF LANDS.

CONDITIONAL WATER LICENCE.

(Domestic, Mining, Miscellaneous, etc.)

WHEREAS the Campbell River Power Company, Limited, whose post-office address is White Rock, B. C., as owner or lawful occupant of the land, mine, or undertaking hereinafter specified has applied for a licence to take and use water in the manner hereinafter set out, and has taken all the preliminary steps required of such applicant under the "Water Act, 1914," prior to the issue of this licence, and is, under the said Act, entitled thereto:

Now, therefore, in pursuance of the said Act, this conditional licence is issued, granting the licensee thereunder the right to take and use water under the following terms and conditions:

(*a.*) The source of the water-supply is Leason Creek

a tributary of Campbell Creek

(*b.*) The point of diversion from the stream is located as shown in the exhibit marked "A" hereto attached, which is incorporated herewith and made a part hereof, the original of which is attached to the counterfoil of this licence on file in the office of the Comptroller of Water Rights, Parliament Buildings, Victoria.

(*c.*) The date from which this licence and the right to take and use water thereunder shall take precedence is 19th December, 1913

(*d.*) The purpose for which the water is to be used is Steam, which shall include the use of water for domestic purposes.

(*e.*) The maximum quantity of water which may be used at the place of use is ninety-six thousand gallons per day; and the maximum quantity of water which may be diverted from the stream is ninety-six thousand gallons per day

(*f.*) The period of the year during which the water may be used is 1st January to 31st December.

(*g.*) The area and description of the lands or mines upon which the water may be used is part of Semiahmoo Indian Reserve, being parts of Secs. 1 and 2, Tp. 1, West of the Coast Meridian.

which area and description are more particularly shown in the said exhibit "A."

(*h.*) The works which are required to be constructed consist of all the works set out in the exhibit marked "B" hereto attached, which is incorporated herewith and made a part hereof.

Licence Number 1646

Form 1003. Wat. R. (Conditional) Licence—Domestic, Mining, Miscellaneous, etc.).—1,000-12-15.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(i.) The construction of the said works shall be commenced on or before the .....

day of ..... completed ....., 191 ..., and shall be prosecuted with due diligence and in a workmanlike manner and to the satisfaction of the Comptroller of Water Rights.

(j.) The said construction shall be completed and the water beneficially used for the purpose set out in this licence on or before the ..... completed ..... day of ....., 191 ...

(k.) Before any change is made in the said works which would be a material deviation from the plans as approved or the works as accepted by the Comptroller, plans of such proposed change must be filed with the Comptroller and approved by him.

(l.) This licence shall be appurtenant to that particular portion of the Semiahmoo Indian Reserve, being parts of Secs.1 & 2,Tp.1,W.C.M., on which is situated the Sawmill of the licensees and appendages thereto.

(m.) The nature and the extent of the incidental use (if any) permitted under this licence are None.

.....

but such use shall not enlarge the quantity of water allowed under item (c) above.

(n.) This licence shall not in any way be deemed to be a final licence for the use of water, but shall have the effect only of a conditional licence issued under Part V. of the "Water Act, 1914," and shall be subject to all the provisions of said Act, including the filing of proof of the completion of the said works and the putting of the water to such beneficial use within the time limited by the provisions of section 117 of the said Act.

(o.) This licence shall become void on the 1st March, 1934, the date of expiration of the lease of that part of the said Indian Reserve shown in red on said exhibit "A".

Issued this ..... eighth ..... day of ..... April 191 6

Comptroller of Water Rights.

Licence Number 1646

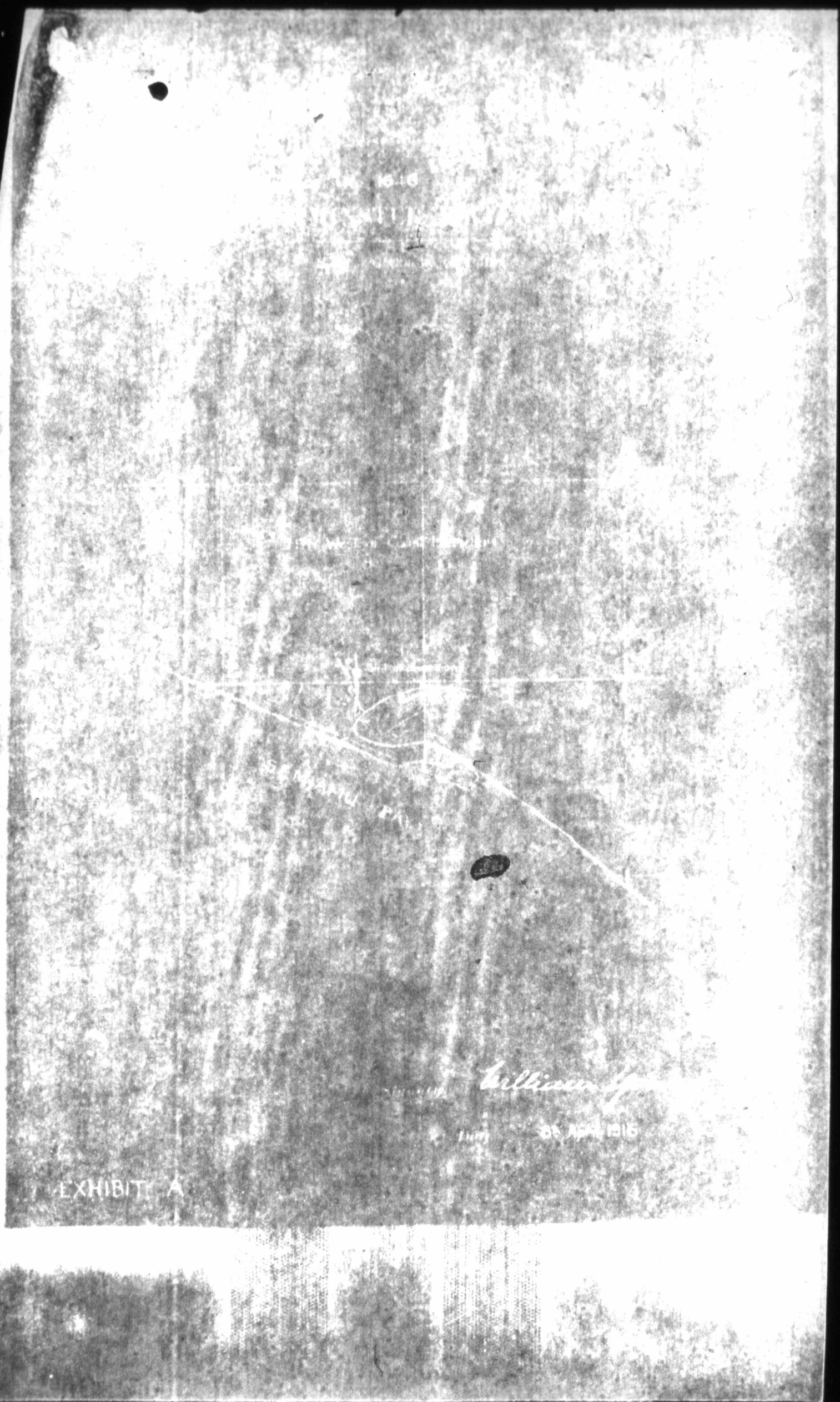
Form 1002, W.R.B. (Conditional Licence—Domestic, Mining, Miscellaneous, etc.)—1,000-5-24

File No. 15251.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



PUBLIC ARCHIVES
CANADA

PROVINCE OF BRITISH COLUMBIA

WATER RIGHTS BRANCH.

DEPARTMENT OF LANDS.

EXHIBIT "B."

(APPROVAL OF PLANS AND LIST OF WORKS TO BE CONSTRUCTED.)

The works which are accepted as necessary and suitable for the taking and (or) using of the water under the above-mentioned licence, and which are more fully set out in the plans and specifications filed in the office of the Comptroller of Water Rights numbered 13281 C and D

as altered, amended, or limited by supplemental plans and specifications numbered

or in letters or other documents referred to as 35238 B

which plans and specifications as thus altered, amended, or limited are hereby approved, are as follows:—

Pipes.

Young

Comptroller of Water Rights.

1846

Form 1006, W.R.B. (Approval of Plans).—5,000-10-15—(Forming Part of Conditional Water Licence)

File No. 13281.

COPY

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NOTE—ALL COMMUNICATIONS IN REFERENCE TO WATER MATTERS MUST BE ADDRESSED TO
COMPTROLLER OF WATER RIGHTS,
PARLIAMENT BUILDINGS,
VICTORIA, B.C.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

WATER RIGHTS BRANCH
(DEPARTMENT OF LANDS)

PLEASE QUOTE FILE No. 13281

DEPARTMENT OF INDIAN AFFAIRS

VICTORIA 11th April, 1916.

439536

The Supt.-General of Indian Affairs,
Dept of Interior,
OTTAWA.

Sir:

I enclose herewith for your information copy of Conditional Licence No. 1646 granted to the Campbell River Power Company, Ltd., in furtherance of Water Permit No. 553, a copy of which was sent to you on the 28th Feb., 1914.

I have the honour to be,
Sir,
Your obedient servant,
William Ussing
Comptroller of Water Rights.

SFB/M

Enc:

DEPT. OF INDIAN AFFAIRS
APR 16 1916
SURVEYS

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

Ottawa, 25th April 1916.

Sir,-

We have received from the Comptroller of Water Rights a copy of a Conditional Water Licence No.1646, issued in favour of the Campbell River Lumber Company Limited in furtherance of Water Permit No.553. Please refer to letter of the 9th March last and advise immediately whether you know of any objection to the granting of this water licence.

Your obedient servant,

Sgd J. D. McLean

Asst. Deputy and Secretary.

Peter Byrne Esq.,
Indian Agent,
New Westminster, B.C.

S.B.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

Ottawa, 25th April 1916.

Sir,-

I beg to acknowledge the receipt of a copy of the Conditional Water Licence No.1646, issued in favour of the Campbell River Power Company, forwarded with your letter of the 11th instant. The Water Permit referred to in the licence No.553 is in favour of the Campbell River Lumber Company. Kindly state if there are two companies, one the Lumber Company and the other the Power Company, or do they constitute one and the same company?.

Your obedient servant,

Asst. Deputy and Secretary.

Wm.Young Esq.,
Comptroller of Water Rights,
Victoria, B.C.

over

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NOTE.—All communications in reference to water matters must be addressed to
Comptroller of Water Rights,
Parliament Buildings,
Victoria, B.C.

424774

Please quote
File No. 13281

Water Rights Branch
(Department of Lands)

The Government of
The Province of British Columbia

Victoria 2nd May 1916.

Department of Indian Affairs
MAY 8 1916

Surveys

490124

L. D. McLean, Esq.,
Sec'y, Dept. of Indian Affairs,
Ottawa.

Sir:

Re Con.Lic.No.1646 - Campbell River Lumber Co., Ltd.

I have the honour to acknowledge the receipt of your letter of the 25th ult., your file No. 424774, pointing out my error re designation of the licensees in whose favour Conditional Licence No. 1646 was issued.

In reply I beg to advise that the licensees are the CAMPBELL RIVER LUMBER COMPANY, LTD., and not the Campbell River Power Co., Ltd. I thank you for pointing out the error and would be glad if you will erase the word "Power" from your copy of the licence and insert the word "Lumber". The original and the other copies issued therewith are being rectified in the same manner.

I have the honour to be,
Sir,
Your obedient servant,
William Young
Comptroller of Water Rights

SFB/M

Very Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-04 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

INDIAN AGENT'S OFFICE,

New Westminster, B. C.,

May 4th, 1916.

DEPARTMENT OF IND. AFFAIRS
MAY 9 1916

IN YOUR REPLY REFER TO
No. 568/25.
ALSO
TO DATE OF THIS LETTER.

490190

Sir,-

Referring to Departmental letter dated 25th ultimo, No. 424774, and to a Conditional Water Licence, 1646 granted to the Campbell River Lumber Company, Limited, in furtherance of Water Permit No.553; I beg to state that I do not know of any objection to the granting of this Water Licence, as such licence only affects that portion of the Indian Reserve now leased to the said Campbell River Lumber Company, Limited.

Your obedient servant,

Peter Byrne

Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

4174

INDIAN AGENT'S OFFICE,

New Westminster, B. C.

May 4th, 1916.

IN YOUR REPLY REFER TO
No. 569/25
ALSO
TO DATE OF THIS LETTER.

DEPARTMENT OF INDIAN AFFAIRS
MAY 9 1916
OTTAWA

490192

Sir,—

Referring to Departmental letter dated 25th ultimo, and to Licence No.1646. I beg to state that I am in receipt of a communication from Wm. Young, Esq., Comptroller of Water Rights, Victoria, B. C., advising that an error has been made in the name of the Licensees, and that the proper description should be the CAMPBELL RIVER LUMBER COMPANY, LIMITED, and not the Campbell River Power Company, Limited, and requesting that the word " Power" should be erased and insert in its place the word " Lumber ".

DEPT. OF INDIAN AFFAIRS
MAY 11 1916
SURVEYS

Your obedient servant,

Robert Byron

Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

424774

A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

FRANK G. FOX
VICE-PRESIDENT

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O. ADDRESS
WHITE ROCK, B. C.

MILLS
HAZELMERE, B. C.
WHITE ROCK, B. C.
COLEBROOK, B. C.
CRESCENT, B. C.
CLOVERDALE, B. C.

DEPARTMENT OF INDIAN AFFAIRS
11 1916

WHITE ROCK, B. C. May 4th. 1916.

Messrs. Department of Indian Affairs,
Ottawa, Ont.

490291

Lands

Gentlemen:-

ALL AGREEMENTS CONTINGENT UPON FIRE, STRIKES AND OTHER CAUSES OF DELAY BEYOND OUR CONTROL. ALL QUOTATIONS FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO PREVIOUS SALE AND MARKET CHANGES WITHOUT NOTICE. ALL CONTRACTS SUBJECT TO APPROVAL BY HEAD OFFICE.

Referring to our lease of 36.57 acres in the Semiahmoo Indian Reserve at White Rock, B. C. You will notice a small triangular piece of land to the west of our leased land, bounded on the North by gazetted road, and on the opposite side by the Great Northern Railway.

We are desirous of having this piece of land included in our lease in order that we may build houses there for members of our management.

Will you please advise us what steps it will be necessary for us to take in order to secure this addition to our lease.

Awaiting your reply, and thanking you for past favours, we are

Yours truly,
CAMPBELL RIVER LUMBER CO., LTD.
PER L. Crawford
For assignee.

LANDS BRANCH
MAY 18 1916

HWH:A

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424,774.

Ottawa, May 19, 1916.

Gentlemen,-

I have to acknowledge the receipt of your letter of the 4th instant, in regard to your desire to secure under lease a small piece of land adjoining that leased to you on the Semiahmoo Indian reserve at White Rock, B. C., and in reply to say that until after the question of title to Indian reserves in British Columbia has been finally settled, the Department is not in a position to consider your application.

Your obedient Servant,

W. A. Orr,

In Charge Lands & Timber Branch.

The Campbell River Lumber Company,
White Rock,
B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

T. A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

FRANK G. FOX
VICE-PRESIDENT

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O. ADDRESS
WHITE ROCK, B. C.

MILLS
HAZELMERE, B. C.
WHITE ROCK, B. C.
COLEBROOK, B. C.
CRESCENT, B. C.
CLOVERDALE, B. C.

DEPARTMENT OF INDIAN AFFAIRS
MAY 18 1916

WHITE ROCK, B. C. May 14th., 1916.

Messrs. Department of Indian Affairs,
Ottawa, Ont.

490475

Gentlemen:-

ALL AGREEMENTS CONTINGENT UPON FIRE, STRIKES AND OTHER CAUSES OF DELAY BEYOND OUR CONTROL. ALL QUOTATIONS FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO PREVIOUS SALE AND MARKET CHANGES WITHOUT NOTICE. ALL CONTRACTS SUBJECT TO APPROVAL BY HEAD OFFICE.

Will you please send us statement regarding rental of lease on portion of the Semiahmoo Indian Reserve.

Thanking you in advance, we are

Yours truly,

CAMPBELL RIVER LUMBER CO., LTD.

W. Heron

For assignee.

LANDS BRANCH
MAY 23 1916

ZHWH*A

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424 774-

OTTAWA, 30th May, 1916-

Sir-

Referring to your letter of the 14th Instant, I beg to say that the rental due under Lease No 45 is $100.00 per annum, payable half yearly, in advance, on the First days of March and September, and, consequently, the rental should not be paid up to 1st September next, but there is a balance due of $200.00, payment having been made only to 1st September 1914. An early remittance of arrears will very greatly oblige.

Your obedient servant

W. A. Orr.

In charge Lands & Timber Branch

Campbell River Lumber Co Ltd.,
WHITE ROCK,
B.C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424 774-

OTTAWA, 5th September, 1916-

Sir-

I beg to call your attention to official letter to you of the 30th May last, in regard to rental due by the Campbell River Lumber Company, Ltd., under lease No 45, covering certain land on the Semiahmoo Indian Reserve, and have to request you to be good enough to favour the Department with a Cheque for the amount due, $250.00, arrears to date.

May I ask that you will be good enough to give this matter your very early attention.

Your obedient servant

W. A. Orr.

In charge Lands & Timber Branch

WAO

JEG

William Heron, Esq.,
Campbell River Lumber Company, Ltd.,
WHITE ROCK,
British Columbia.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

24 774-

OTTAWA, 8th November, 1916-

Sir-

I beg to advise you that there is now due, under Lease No 45, covering certain land on the Semiahmoo Indian Reserve, issued to the Campbell River Lumber Company, Ltd., and transferred to the Bank of Montreal on the 30th September 1914, rental to the amount of $250.00, from 1st September 1914 to 1st March 1917, the same being payable half-yearly in advance. May I ask that you will be good enough to forward a cheque in settlement of the rental, as soon as may be convenient.

Your obedient servant

W. A. Orr

In charge Lands & Timber Branch

The Manager-
Bank of Montreal,
NEW WESTMINSTER,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

A. HUNTER
TREASURER

H. W. HUNTER
PRESIDENT AND SECRETARY

FRANK G. FOX
VICE-PRESIDENT

Campbell River Lumber Company, Ltd.

Fir and Cedar Lumber

LATH AND ALL HIGH GRADE SHINGLES
FINISH, MOULDINGS AND TURNED STOCK OUR SPECIALTY

P. O. ADDRESS:
WHITE ROCK, B. C.

MILLS:
HAZELMERE, B. C.
WHITE ROCK, B. C.
COLEBROOK, B. C.
CRESCENT, B. C.
CLOVERDALE, B. C.

DEPARTMENT NOV 24 1916

424474

WHITE ROCK, B. C. 485634 Nov. 13th 1916

W. A. Orr Esq.,
In charge Lands & Timber Branch,
Ottawa,

Sir:-

ALL AGREEMENTS CONTINGENT UPON FIRE, STRIKES, OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL. ALL QUOTATIONS FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO PREVIOUS SALE AND MARKET CHANGES WITHOUT NOTICE. ALL CONTRACTS SUBJECT TO APPROVAL BY HEAD OFFICE.

The Bank of Montreal, New Westminster, B. C. forwarded us copy of your letter of November 8th, and in reply beg to enclose herewith our cheque for $250.00 covering rental lease No.45 from 1st September 1914 to 1st March 1917 on certain land on the Semiahmoo Indian Reserve.

Kindly send us receipt in acknowledgement in due course and oblige.

Yours truly,
Campbell River Lumber Co. Ltd.
W. Heron
For assignee.

LANDS BRANCH NOV 27 1916

Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

BANK RECEIPT No.

Amt. $250.00 chq.

G.M.M. Date 22-11-1916

Entered Journal No. 19 Folio 71

495634

Dept. Receipt No. 36839

Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424 774-

OTTAWA, 22nd November, 1917-

Sir-

I beg to call your attention to the fact that rental for the year ending 1st March 1918, under Lease No 45 held by you, covering certain land on the Semiahmoo Indian Reserve, became due and payable on the 1st September last (the said rental being payable half-yearly in advance on the 1st days of September and March)- and I have to request that you will be good enough to forward a Cheque for the amount due, $100.00 at your early convenience.

Your obedient servant

W. Ogilvie

In charge Lands & Timber Branch

The Campbell River Lumber Company, Ltd.,
WHITE ROCK,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

506434

Campbell River Lumber Company, Ltd.

FIR, SPRUCE, AND CEDAR LUMBER

LATH, HIGH-GRADE SHINGLES, MOULDINGS, TURNINGS AND 24" SHINGLES

SAWMILL AT
WHITE ROCK, B. C.
(CAPACITY 100 M.)

SALES OFFICE:
WINNIPEG, MAN.

SALES MANAGER:
R. J. CRAWFORD

SHINGLE MILLS AT
WHITE ROCK, B. C.
CRESCENT, B. C.
CLOVERDALE, B. C.

Secretary, Dept. of Indian Affairs,

Ottawa.

WHITE ROCK, B. C. November, 30, 1917.

ALL AGREEMENTS CONTINGENT UPON FIRE, STRIKES OR DELAY BEYOND OUR CONTROL. ALL QUOTATIONS FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO PREVIOUS SALE AND MARKET CHANGES WITHOUT NOTICE. ALL CONTRACTS SUBJECT TO APPROVAL BY HEAD OFFICE.

REFER TO #424 774-

Dear Sir:-

In reply to your favor of the 22nd inst. we enclose cheque for $100.00, in payment of rent to March ~~1st~~, 1918.

Yours truly,

CAMPBELL RIVER LUMBER CO. LTD.,

For Assignee.

DR/L.
Enc. 1.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

BANK RECEIPT No. 1 4 9 6 / 5 0 6 / 36

Amt. $100.00 chq.

G.M.M. Date 6 — 12 — 191

Entered Journal No. 19 Folio 201

336

Dept. Receipt No. 37820

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424 774-

OTTAWA, 15th January, 1919-

Sir-

I beg to advise you that rental for the year ending 1st March 1919, under Lease No 45 held by you, covering land on the Semihmoo Indian Reserve, became due and payable on the 1st September last- (rental being payable half-yearly in advance on 1st days of March & September)- and I have to request that you will be good enough to forward a Cheque for the amount due, $100.00, at your early convenience.

Your obedient servant

W. A. C. D.

In charge Lands & Timber Branch

The Campbell River Lumber Co.,Ltd.,
WHITE ROCK,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENTS CONTINGENT UPON FIRE, STRIKES, OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL. ALL QUOTATIONS FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO PREVIOUS SALE AND MARKET CHANGES WITHOUT NOTICE. ALL CONTRACTS SUBJECT TO APPROVAL BY HEAD OFFICE.

Campbell River Lumber Company, Ltd.

FIR, SPRUCE, AND CEDAR LUMBER

LATH, HIGH-GRADE SHINGLES, MOULDINGS
TURNINGS AND 24" SHINGLES

SAWMILL AT
WHITE ROCK, B.C.
(CAPACITY 100M)

SALES OFFICE:
WINNIPEG, MAN.

SALES MANAGER:
R. J. CRAWFORD

SHINGLE MILLS AT
WHITE ROCK, B.C.
CRESCENT, B.C.
CLOVERDALE, B.C.

DEPARTMENT OF INDIAN AFFAIRS
JAN 29 1919

WHITE ROCK, B. C.,

January 22, 1919.

518803

Secretary Dept. of Indian Affairs,
Ottawa, Ont.

Gentlemen:- Refer to No. 424 774-

In reply to your letter of 15th instant, we enclose Cheque for $100.00 in payment of rental for the year ending 1st March 1919.

Yours truly,
CAMPBELL RIVER LUMBER CO., LTD.,

Geo. Dougl

For Assignee.

DR/L.
Enclosure.

LANDS BRANCH
JAN 29 1919

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

BANK RECEIPT No. 4692

Amt. $100.00 elig.

Date JAN 29 1918 191

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. 20 Folio 88 518893

1 Rangals
2 Cyprt

736

Dept. Receipt No. 39029

Entered

Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EXD.

424 774-

OTTAWA, 28th November, 1919-

Sir-

I beg to call your attention to the fact that rental for the year ending 1st March 1920, under Lease No 45 held by the Campbell River Lumber Company, Limited, covering land on the Semiahmoo Indian Reserve, became due and payable on the 1st September last, (rental being payable half-yearly in advance on the 1st days of March & September)- and I have to request that you will be good enough to forward to the Department Cheque for the amount due, $100.00, to be placed to the credit of Indian Funds.

Your obedient servant

In charge Lands & Timber Branch

David Rough, Esq.,
for Assignee of
The Campbell River Lumber Co., Ltd.,
WHITE ROCK,
B.C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

...AGREEMENTS CONTINGENT UPON FIRE, STRIKES, OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL. ALL QUOTATIONS FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO PREVIOUS SALE AND MARKET CHANGES WITHOUT NOTICE. ALL CONTRACTS SUBJECT TO APPROVAL BY HEAD OFFICE.

Campbell River Lumber Company, Ltd.

FIR, SPRUCE AND CEDAR LUMBER

LATH, HIGH-GRADE SHINGLES, MOULDINGS
TURNINGS AND 24" SHINGLES

SAWMILL AT
WHITE ROCK, B. C.
(CAPACITY 100M)

SALES OFFICE:
WINNIPEG, MAN.

SALES MANAGER:
R. J. CRAWFORD

SHINGLE MILL AT
CRESCENT, B. C.

530131

WHITE ROCK, B. C.,

December 3, 1919.

DEPT. OF INDIAN AFFAIRS
DEC 10 1919
RECORD

The Secretary,

Department of Indian Affairs,

Ottawa, Ont.

Dear Sir:- Refer to No. 424 774-

We have received your letter of 28th ult., and enclose Cheque for $100.00 in payment of rental for year ending 1st March 1920.

Yours truly,

CAMPBELL RIVER LUMBER CO., LTD.,

David Dough

For Assignee.

DR/L.

Enclosure.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

4244774

BANK RECEIPT No. 2440

Am. $100.00 chq

530131

Date DEC 9 1919 191

DEPT. OF INDIAN AFFAIRS RECEIVED

Entered Journal No. 20 Folio 246

Dept. Receipt No. 40094

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

424 774-

OTTAWA, 1st October, 1920-

Sir-

I beg to advise you that rental for the year ending 1st March 1921, under Lease No 45, in favour of the Campbell River Lumber Company Limited, covering land on the Semiahmoo Indian Reserve, is due, (the same being payable half-yearly in advance), and I have to request you to be good enough to forward to the Department Cheque for the amount due, $100.00, in order that the same may be placed to the credit of Indian Funds.

Your obedient servant

In charge Lands & Timber Branch

David Rough, Esq.,
for Assignee of
The Campbell River Lumber Co.,Ltd.,
WHITE ROCK,
B.C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

...MENTS CONTINGENT UPON FIRE, STRIKES, OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL. ALL QUOTATIONS FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO PREVIOUS SALE AND MARKET CHANGES WITHOUT NOTICE. ALL CONTRACTS SUBJECT TO APPROVAL BY HEAD OFFICE.

Campbell River Lumber Company, Ltd.

FIR, SPRUCE AND CEDAR LUMBER

LATH, HIGH-GRADE SHINGLES, MOULDINGS
TURNINGS AND 24" SHINGLES

SAWMILL AT
WHITE ROCK, B. C.
(CAPACITY 100M)

SALES OFFICE:
WINNIPEG, MAN.

SALES MANAGER:
R. J. CRAWFORD

SHINGLE MILL AT
CRESCENT, B. C.

543735

WHITE ROCK, B. C.,

October 11, 1920.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Dear Sir:- No. 424 774-

We have received your letter of the 1st inst., and enclose Cheque for $100.00 in payment of rental.

Yours truly,
CAMPBELL RIVER LUMBER CO., LTD.

Accountant.

LANDS BRANCH

DR/L
Enclosure.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor Copy

424274

BANK RECEIPT No. 13607

Amt. $100.00 chq

543735

Date 16 19 1920 191

Entered Journal No. 74 Folio 94

Dept. Receipt No. 41124

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

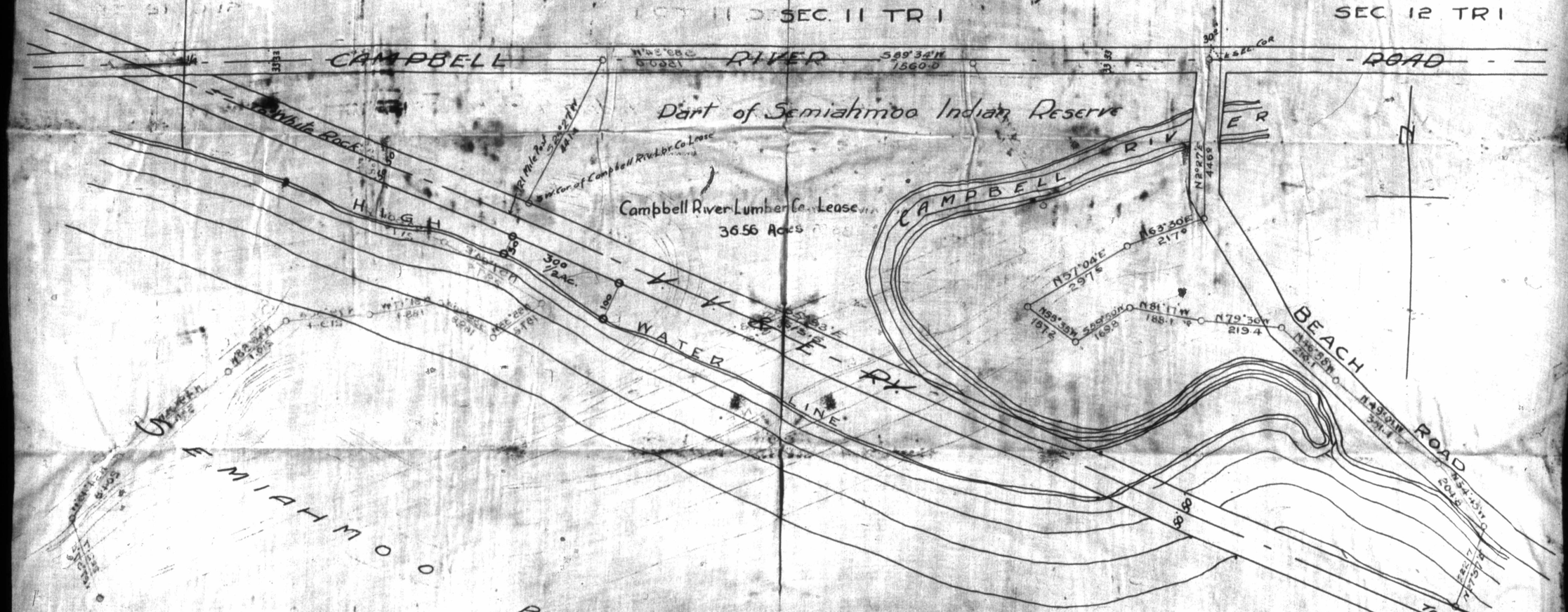
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

PLAN

SHEWING PART OF
SEMIAHMOO INDIAN RESERVE
APPLIED FOR BY
CAMPBELL RIVER LUMBER CO. LTD.

SCALE 1" = 200 ft.



I, A. F. Cotton of the City of New Westminster, a British Columbia Land Surveyor make oath and say that I was present at and did personally superintend the Survey represented by this plan and that this survey and plan are correct. The said survey was completed on the 29th day of December 1920.

Sworn before me this
17 day of January 1921

A. F. Cotton
B.C.L.S.

H. P. McCarthy
A. Commissioner for B.C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Poor copy

New Westminster January 17th / 21

P. Byrne Esq.

Indian Agent

New Westminster

Sir /

I am enclosing a plan of a portion of the Semiahmoo Indian Reserve which the Campbell River Lumber Company Lt'd are desirious of leasing from your Department ,

This strip of land is of no value to the Indians, but before the Campbell River Lumber Company could proceed with construction of their proposed improvements,which are to be a wharf and loading stage, it will be necessary to obtain

The Company intend applying for this portion ,but before doing so would like to have your approval.

Should you want to see the ground,I will take you there anytime that will be convenient for you,

Yours truly,

Campbell River Lumber Co Lt'd

per

Agent.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153 2

INDIAN AGENT'S OFFICE

JAN 24 1921

New Westminster, B.C.

January 18th, 1921.

IN YOUR REPLY REFER TO
No. 365/38/R.
ALSO
TO DATE OF THIS LETTER

547486

Sir,—

I beg to forward, herewith, communication received from Mr. A. F. Cotton, Agent for the Campbell River Lumber Company Limited, together with tracing of that portion of the Semiahmoo Indian Reserve leased by the aforesaid Company, and also showing in red thereon, a small piece of land lying between the south boundary of the V. V. and E. Railway and high water mark, containing approximately one half of an acre desired by the aforesaid Company in making some improvements consisting of a wharf and loading stage.

As it does not seem to be possible for the Company to erect their wharf if they do not obtain this piece of ground, I would respectfully recommend that favourable consideration be given to their application.

Yours obedient servant,

Peter Byrne

Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

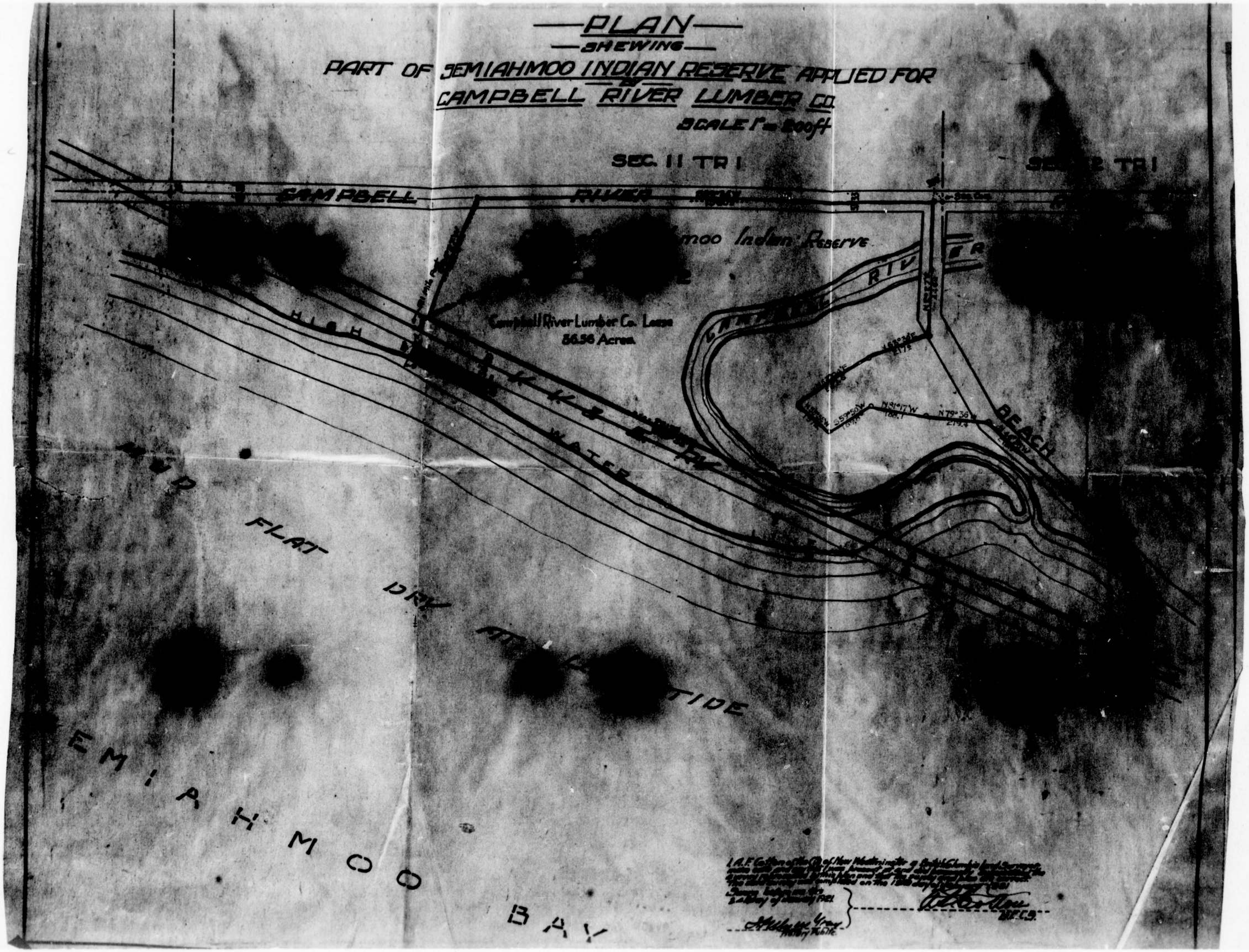
Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN
SHEWING
PART OF SEMIAHMOO INDIAN RESERVE APPLIED FOR BY CAMPBELL RIVER LUMBER CO.

SCALE 1" = 200 ft



424774

Taylor, Mayers, Stockton & Smith
Barristers and Solicitors
S. S. Taylor, K.C. E. C. Mayers, L.L.B.
Leslie Taylor, L.L.B. Robert Smith, L.L.B.

TELEPHONE SEYMOUR 1787
PRIVATE EXCHANGE
CABLE ADDRESS "TAYHAR"
CODES: BEDFORD McNEIL, MOREING & NEAL, A.B.C.

601-609 ROGERS BUILDING
470 GRANVILLE STREET
Vancouver, B.C.

LANDS BRANCH
FEB 2 1921

547713

January 26th, 1 9 2 1.

The Superintendent General of Indian Affairs,
OTTAWA,
Ontario.

DEPT. OF INDIAN AFFAIRS
FEB 3 1921
SURVEYS

Dear Sirs:--

RE CAMPBELL RIVER LUMBER
---- COMPANY LIMITED.---

On January 2nd 1914, you entered into a Lease with the above named company covering 36.56 acres of the Semiahmoo Indian Reserve, New Westminster District at the mouth of Campbell River, and the company have since said date been using said property as a saw mill site and for saw mill purposes. That portion of the Reserve covered by the Lease is now known as Lot 515, Group 2, New Westminster District.

The Southerly Boundary of said Lease is the North Boundary of the Great Northern Railway Right-of-Way and between the South Boundary of the said Right-of-Way and the foreshore there is a small strip of land which is a part of the Indian Reserve. The Company desires to obtain a Lease of a portion of the foreshore abutting this strip for the purpose of constructing a wharf and landing stage, but before obtaining a Lease from the Provincial Government of the water lot and getting the consent from the

Plan recorded under M.R. 1357-A
10/2/1921

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Very poor copy

The Superintendent General of Indian Affairs, Jan.26,1921.

Minister of Public Works to the works proposed to be constructed, it is necessary to obtain title from you of that portion of the strip of the Indian Reserve on which the water lot will abut.

We have taken this matter up with the Indian Agent at New Westminster and understand that he is recommending that Lease be granted to the Company for this small portion of land. We now enclose herewith two tracings and one blue print of the property in question. The small portion of the strip of land which is coloured pink and contains .36 acres is the particular property our clients desire to obtain. The water lot being obtained from the Provincial Government will abut on the proportion of the property coloured pink.

On behalf of the Campbell River Lumber Company Limited, we make application to you for a Lease of the strip to the South of the Great Northern Right-of-Way. We request a Lease of the whole strip as this will round out the whole property, but if you for any reason are of the opinion that only the portion of the strip coloured pink be leased to the Company, then we make application for a Lease of that portion. We enclose herewith in triplicate legal description of the portion coloured pink.

Would you please give this matter your early consideration and advise us in regard thereto. The

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Very poor copy

The Superintendent General of Indian Affairs, Jan. 26,1921.

Company are desirous of commencing construction work at the earliest possible moment and therefore, we would like to have the Lease issued with as little delay as possible. If you will forward the Lease to us we will have same executed by the Company.

By granting us the whole strip the present Lease and the new Lease will then constitute one complete block except for the Great Northern Right-of-Way and it isfor that reason that we suggest that the whole strip be granted to us extending from the Westerly Boundary of the present Lease extended in a Southerly direction to the foreshore and going Easterly following the foreshore to the point of intersection thereof with the Great Northern Right-of-Way.

Yours very truly,

TAYLOR,MAYERS,STOCKTON & SMITH

RPS/DT.

Per. R.P. Stockton

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Very poor copy

424774

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Ottawa, 11th February 1921

Memorandum

Mr [illegible]

If patent was issued according to description shown in book of references for Patents, Vol. 31, under date 23rd March 1908, the land now applied for has been included in the patent to the Victoria Terminal Railway and Ferry Company. In this event the two twenty and sixties 1 & 2 3/8 description should be returned to applicants retaining copy of description and blueprint on file

A Robertson

L.B.

LANDS BRANCH
FEB 11 1921

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,153/2.

Ottawa, February 11, 1921.

Gentlemen,-

I have to acknowledge the receipt of your letter of the 26th ultimo, submitting an application on behalf of the Campbell River Lumber Company, Limited, for a small piece of land on the Semiahmoo Indian Reserve, at the mouth of the Campbell River, in New Westminster District, B. C.

In reply I beg to say that the land applied for has been included in Letters Patent issued to the Victoria Terminal Railway & Ferry Company on the 24th of March, 1908, and is not, therefore, under the control of the Department.

I am returning the two tracings and copies 1, 2 and 3 of descriptions.

Your obedient Servant,

W. A. Orr.

(W. A. Orr)
In Charge Lands & Timber Branch.

Messrs. Taylor, Mayers, Stockton & Smith,
Barristers, etc.,
470 Granville St; Vancouver, B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, May 6, 1922.

Sir,-

I have the honour to enclose for registration in your Department a surrender made by the Semiahmoo Band of Indians of land in Township One, west of the Coast Meridian, being composed of part of the Semiahmoo Indian Reserve, with a view to leasing the same for their benefit, which surrender was accepted by His Excellency the Governor General in Coundil on the 19th March, 1913.

Be good enough to return the instrument to this Department with a certificate of registration endorsed thereon.

Your obedient Servant,

J. C. Caldwell.
In Charge Lands & Timber Branch.

Thomas Mulvey, Esq., B.A., K.C.,
Under-Secretary of State,
O t t a w a.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,153/2.

Ottawa, May 6, 1922.

Sir,-

I have the honour to enclose for registration in your Department a surrender made by the Semiahmoo Band of Indians of land in Township One, west of the Coast Meridian, being composed of part of the Semiahmoo Indian Reserve, with a view to leasing the same for their benefit, which surrender was accepted by His Excellency the Governor General in Council on the 19th March, 1913.

Be good enough to return the instrument to this Department with a certificate of registration endorsed thereon.

Your obedient Servant,

J. C. Caldwell.
In Charge Lands & Timber Branch.

Thomas Mulvey, Esq., B.A., K.C.,
Under-Secretary of State,
O t t a w a.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Very poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

P/R

1282

1315-3-2

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DEPT. OF INDIAN AFFAIRS
MAY 9 1922
RECORDS

566757

Lahde
H.-1

Ottawa, 8th May, 1922.

Sir:-

Referring to your letter of the 6th instant, I beg to return to you, herewith, Surrender made by the Semiahmoo Band of Indians, in order that a duplicate copy of the plan may be attached thereto.

I have the honour to be,
Sir,
Your obedient servant,

P. Pelletier
Assistant Under-Secretary of State.

J.C.Caldwell, Esq.,
Dept. of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,153/2.

Ottawa, May 15, 1922.

Sir,-

In reply to your letter of the 8th instant, I am returning herewith, for registration, surrender made by the Semiahmoo Band of Indians, with plan attached, as requested.

Your obedient Servant,

J. C. Caldwell
In Charge Lands & Timber Branch.

Thomas Mulvey, Esq., B.A., K.C.,
Under-Secretary of State,
O t t a w a.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

P/R

13153-2

NO.1252

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DEPT. OF INDIAN AFFAIRS
MAY 18 1922
RECORDS

OTTAWA, 16th May, 1922.

567208

Sir:-

I am again returning the enclosed document which was sent to you on the 8th instant in order to have another copy of the plan for the purposes of registration, as you know one copy is attached to the deed and the other remains in this Department and is registered.

I have the honour to be,

Sir,

Your obedient servant,

P. Pelletier

Encl.

Assistant Under-Secretary of State.

J.C. Caldwell, Esq.,

Dept. of Indian Affairs,

Ottawa.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Department of Indian Affairs

File No. 13,153/2.

DEPT. OF INDIAN AFFAIRS
MAY 19 1922.
SURVEYS

Canada

Lands and Timber Branch

Ottawa, May 18, 1922.

Memo.

Surveys,-

Kindly let me have copy of plan as requested in letter under, for purposes of registration.

Supplied 22nd May 1922

Officer in Charge.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13,153/2.

Ottawa, May 22, 1922.

Sir,-

In reply to your letter of the 16th instant, I am inclosing surrender by the Semiahmoo Band of Indians, and copy of plan for registration.

Your obedient Servant,

J. C. Caldwell.
In Charge Lands & Timber Branch.

P. Pelletier, Esq.,
Assistant Under-Secretary of State,
Ottawa.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

P/R

No. 1282

CANADA 42474

DEPARTMENT OF THE SECRETARY OF STATE

DEPT. OF INDIAN AFFAIRS
JUN 8 1922
RECORDED

567930

Ottawa, 7th June, 1922.

Sir:-

I beg to return to you, herewith, the same having been duly registered in this Department as requested, Surrender by the Semiahmoo Band of Indians.

I have the honour to be,

Sir,

Your obedient servant,

LANDS BRANCH
JUN 13 1922

P. Pelletier

Assistant Under-Secretary of State.

The Secretary,

Department of Indian Affairs,

Ottawa.

Indian Affairs (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 153/2-

OTTAWA, 15th July, 1922-

Sir-

I beg to call your attention to the fact that under Lease No 45, in favour of The Campbell River Lumber Company, Limited, covering land in the Semiahmoo Indian Reserve, there is due the sum of $200.00, rental from 1st March 1921 to 1st March 1923, which you will be good enough to forward to the Department as soon as possible.

An early remittance will very greatly oblige.

Your obedient servant

In charge Lands & Timber B
(J. C. Caldwell.)

H.Q.E.

David Rough, Esq.,
Canpbell River Lumber Company, Ltd.,
WHITE ROCK,
B.C.-

Very Poor Copy

Indian Affairs, (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Very Poor Copy

Indian Affairs. (RG 10, Volume [illegible], File [illegible])

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Envelope originally contained:

① Transfer of Lease 45 from Bank of Montreal To Campbell River Lumber Co. Ltd. for the sum of $1.00 [The lease had been assigned 2 Jan 1914]
13 Jan 1920.

② Assignment of Lease 45 from Campbell River Lumber Co. to Campbell River Mills Limited.
18/June/21

documents have been removed for registration in Indian Land Registry.
28/4/71

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

424774

MAYERS, STOCKTON & SMITH
BARRISTERS AND SOLICITORS

E. C. MAYERS, LL.B. R. R. STOCKTON, LL.B.
ROBERT SMITH, LL.B.

TELEPHONE SEYMOUR 1787
CABLE ADDRESS "TAYHAR"
CODES BEDFORD, MINEL, MOREING & NEAL, A.B.C.

801-809 ROGERS BUILDING
470 GRANVILLE STREET
VANCOUVER, B. C.

DEPT. OF INDIAN AFFAIRS
DEC 22 1922
RECORDS

1 Acct Chque for 5.00 a.f.m.
2 Lands

December 16th, 1922.

Superintendent General of Indian Affairs,
Ottawa, Ont.

576563

In re. File 424774.

Dear Sir:

On January 2nd, 1914, the Campbell River Lumber Company Limited obtained a Lease of a portion of the Semiahnoo Indian Reserve and on September 30th, 1914, assigned the Lease to Bank of Montreal, the assignment being approved by the Department. On January 13th, 1920, the Bank reassigned this Lease to the company and on June 18th, 1921, the company, through its liquidator, transferred and assigned the Lease to Campbell River Mills Limited. The present company is merely a reorganization of the original lessee which went into voluntary liquidation for the purpose of reorganization.

We enclose herewith assignment Bank of Montreal to Campbell River Lumber Company Limited and also the assignment of the company to Campbell River Mills Limited, together with our cheque for Five dollars ($5.00) to cover record fees.

Would you kindly record these documents and let us have memorandum showing the approval of the Department

LANDS BRANCH
DEC 20 1922

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Superintendent General of
Indian Affairs.

December 16th, 1922.

and the fact that Campbell River Mills Limited will hereafter be recognised as the lessee.

Yours very truly,

MAYERS STOCKTON & SMITH,

Per A. P. Stockton

RPS-M.
Encl.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Miss Ogilvy

To note and take necessary action

H.

BANK RECEIPT No. 4538

Amt. $20.0

576563

Date Dec 12 1921

Entered Journal No. 12 Folio 11 1/2

Dept. Receipt No. C4 33 75

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mrs Ogilvy

To note and take necessary action

K.

BANK RECEIPT No. 9838

Amt. 5.00

576563

Date Dec 22 1922

Entered Journal No. 22 Folio 117

Dept. Receipt No. C 43275

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 153/2-

OTTAWA, 27th December, 1922-

Gentlemen-

I beg to acknowledge the receipt of your letter of the 16th Instant, enclosing assignments of Lease No 45, covering land on the Semiahmoo Indian Reserve, from Bank of Montreal to Campbell River Lumber Company Limited and from that Company to Campbell River Mills Limited, together with Cheque for $5.00 to cover fees in connection therewith, and in reply would say that the said assignments have been accepted and the lease now stands in the name of Campbell River Mills Limited.

The fee charged by the Department is $3.00 for each assignment and I would, therefore, ask you to forward the balance due, one dollar, in order that the record of this transaction may be closed.

Your obedient servant

Assistant Deputy & Secretary.-
(J. D. McLean.)

Messrs Mayers, Stockton & Smith,
Barristers &c.,
801-809 Rogers Building,
470 Granville Street,
VANCOUVER,
B.C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

MAYERS, STOCKTON & SMITH
BARRISTERS AND SOLICITORS

E. C. MAYERS, LL.B. R. P. STOCKTON, LL.B.
ROBERT SMITH, LL.B.

TELEPHONE SEYMOUR 1787
CABLE ADDRESS "TAYHAR"
CODES (BEDFORD MCNEILL MOREING & NEAL, A.B.C.)

801-809 ROGERS BUILDING
470 GRANVILLE STREET
VANCOUVER, B.C.

JAN 9 1923

January 2nd, 1923.

577393

The Assistant Deputy Minister of Indian Affairs,
Ottawa, Ont.

In re. Campbell River Mills Limited

Dear Sir:

I beg to acknowledge receipt of your letter of the 27th ultimo of your file 13153-2, and to inclose One dollar ($1.00) as directed.

Yours truly,

E C Mayers

ECM-M.
Incl.

JAN 10 1923

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-2

BANK RECEIPT No. 592

Amt. $1.00 Postal note 577393

Date 8th Jan 1923

Entered Journal No. 22 Folio 126

Dept. Receipt No. C43340

336

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153 - 2

DEPT. OF INDIAN AFFAIRS
APR 3 1923
RECORDS

INDIAN AGENT'S OFFICE

New Westminster, B.C.

IN YOUR REPLY REFER TO
No. 1-5-13
ALSO
TO DATE OF THIS LETTER

29th March 1923

581356

Sir,—

In the course of re-arranging the Office here and compiling new Records, I find that in March 1914, the Department issued Lease No 45, on the Semiahmoo Indian Reserve to the Campbell River Lumber Co, of White Rock, B.C. This Lease was apparently to run for a period of 21 years at an annual rental of $100.00, but no collections have ever been made through this Office, and we have no knowledge of whether the lease is in good standing or not?

Would you be good enough to inform me. please, whether this Company has been remitting regularly to the Department, and if so, I shall be further obliged for a list of the payments made, in order that my Lease Ledger may be written up to date.

This is apparently the only Lease not kept track of locally, and I would request that this Office be kept informed of payments received in order that the Agency Records may be complete.

Your obedient servant,

A.O'N.Daunt,
Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

LANDS BRANCH
APR 8 1923

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Lease No. 45: Land lying and being in Tp I West Coast Meridian, being part of the Semiahmoo Indian Reserve.

Lessees: The Campbell River Lumber Company, Limited.

who transferred to (Date of transfer 14. 10. 1914)

The Bank of Montreal

by which transferred to (Date of transfer 13.1.1920)

The Campbell River Lumber Company, Limited

by whom transferred to (Date of transfer 18.6.1921)

Campbell River Mills, Limited-
(present lease holders.)

Payments made:

Date of Payment	From	To	Amount
13 May 1913	1 March 1913	1 March 1914	$ 100.00
29 Apl 1914	1 " 1914	1 Sept "	50.00
22 Nov 1916	1 Sept "	1 March 1917	250.00
6 Dec 1917	1 March 1917	1 March 1918	100.00
29 Jan 1919	1 March 1918	1 March 1919	100.00
9 Dec 1919	1 March 1919	1 March 1920	100.00
19 Oct 1920	1 March 1920	1 March 1921	100.00
25 Jul 1922	1 March 1921	1 March 1923	200.00

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 153/2-

OTTAWA, 4th April, 1923-

Sir-

Referring to your letter of the 29th Ultimo, relative to Lease No 45, issued to The Campbell River Lumber Company, Limited, covering land on the Semiahmoo Indian Reserve, I enclose a statement, showing transfers of the lease and all payments made.

The lessees will be advised that, in future, all rentals should be paid to you for transmission to the Department, the usual procedure, thus avoiding all unnecessary correspondence.

Your obedient servant

J. D. McLean

Assistant Deputy & Secretary.
(J. D. McLean.)

A.O'N.Daunt, Esq.,
Indian Agent,
NEW WESTMINSTER,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 153/2-

OTTAWA, 4th April, 1923-

Gentlemen-

Referring to Lease No 45, covering land on the Semiahmoo Indian Reserve, which stands, by assignment, in your name, I would ask that, in future, you will be good enough to pay rental to Mr. A. O'N. Daunt , Indian Agent, New Westminster, for transmission to the Department, the usual procedure, in order that a complete record of this transaction may be kept in his office and, so, unnecessary correspondence avoided.

Action in accordance with the foregoing will be greatly appreciated.

Your obedient servant

J. D. McLean.

Assistant Deputy & Secretary.-
(J. D. McLean.)

Campbell River Mills, Limited,
WHITE ROCK,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-2

Campbell River Mills, Limited

DEPT. OF INDIAN AFFAIRS
APR 16 1923
RECORDS

SOFT OLD GROWTH YELLOW FIR OUR SPECIALTY

BRANCH SALES OFFICES:
VANCOUVER, B. C.
WINNIPEG, MAN.

LATH, MOULDINGS, CEDAR LUMBER AND
HIGH-GRADE SHINGLES

BOTH RAIL AND WATER SHIPMENTS

SAWMILL AND HEAD OFFICE:
WHITE ROCK, B. C.
(CAPACITY 150 M)

581967

WHITE ROCK, B. C.
April 10, 1923.

J. D. McLean, Esq.,
Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE. NON-PERFORMANCE OF OUR AGREEMENTS, DUE TO STRIKES, LOCKOUTS, FIRES, FLOODS, ACCIDENTS, OR ANY CAUSE BEYOND OUR CONTROL, IS WITHOUT LIABILITY ON OUR PART. PURCHASER WAIVES ALL CLAIMS AS TO DEFICIENCY IN QUALITY, QUANTITY OR CONDITION OF GOODS DELIVERED BY US, UNLESS SUCH CLAIM IS PRESENTED WITHIN TEN DAYS AFTER RECEIPT OF GOODS. ALL CONTRACTS SUBJECT TO ACCEPTANCE BY HEAD OFFICE.

Dear Sir:-

File No. 13 153/2-.

We acknowledge receipt of your favor of the 4th inst., re rental of Lease #45, Semiahmoo Indian Reserve, and will be governed accordingly.

Yours truly,
CAMPBELL RIVER MILLS, LIMITED.

H W Hunter

President.

LANDS DIVISION
APR 17 1923

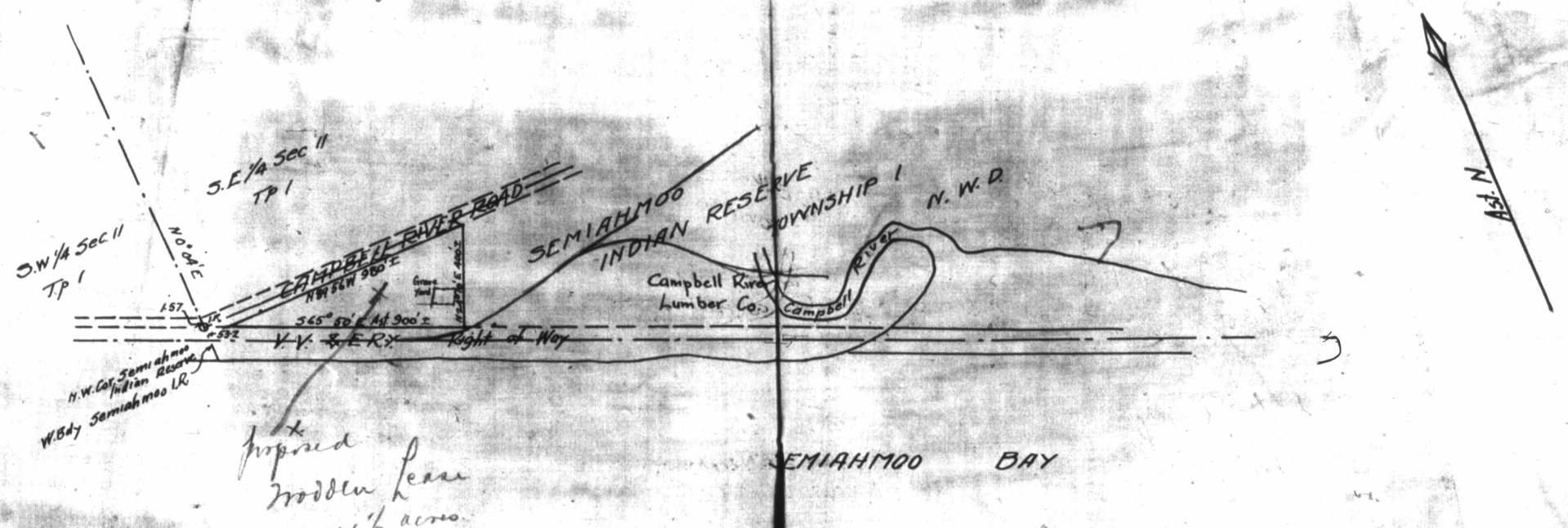
HWH/L

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN SHOWING PORTION OF
SEMIAHMOO INDIAN RESERVE T.P.1 N.W.D. B.C.
APPLIED FOR
Scale: 400' to 1in.



proposed
Middle Lease
4 1/2 acres

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ADDRESS REPLY TO THE
SECRETARY, DEPT. OF INDIAN AFFAIRS,
OTTAWA.

IN YOUR REPLY REFER TO
No. 13 153/58-
ALSO TO THE DATE OF THIS LETTER.
PLEASE WRITE ON ONLY ONE SUBJECT
IN EACH LETTER.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OTTAWA, 4th May, 1922-

Gentlemen-

I beg to acknowledge the receipt of your letter of the 24th Ultimo, in regard to the desire of a client to obtain 4½ acres of land on the Semiahmoo Indian Reserve, and in reply to say that before the Department could consider the question of leasing the land in question a report from the local agent would be necessary and, further, a surrender of said land by the Indians would be essential.

In view of the foregoing, it would be well to communicate with Mr. Inspector Ditchburn, Victoria B.C., as there is not, at present an agent in New Westminster, stating for what term lease is desired, rental which it is proposed to pay and giving any other information which will enable him to report in connection with this matter. When this report has been received, the Department will be in a position to give this matter consideration.

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell.)

Messrs Whiteside, Edmonds
& Whiteside,
Barristers &c.,
NEW WESTMINSTER,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

D.W.

May 10th., 1922.

James Trodden, Esq.,
c/o., Dominion Public Works Department,
C I T Y.

Dear Mr. Trodden,

I enclose you herewith a copy of a letter I have received from the Department of Indian Affairs, Ottawa, in reference to the Lease of part of the Semiahmoo Indian Reserve.

Yours very truly,

W.L.
encl.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DW

May 17th. 1922.

W. E. Ditchburn, Esq.,
Inspector, Indian Agencies Dom. Dept. of Indian Affairs,
VICTORIA: B. C.

Dear Sir:-

We enclose herewith copy of a letter which we have received from your department at Ottawa in connection with an application for a lease of 4½ acres of land on the Semiahmoo Indian Reserve. The writer will probably be in Victoria in the near future, and will call and see you in reference thereto.

Yours very truly,
WHITESIDE EDMONDS & WHITESIDE.
PER:

GT.
Encl.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF
CHIEF INSPECTOR OF INDIAN AGENCIES
BRITISH COLUMBIA

DEPARTMENT OF INDIAN AFFAIRS CANADA

IN YOUR REPLY REFER TO
No. 114/736/P.
ALSO
TO DATE OF THIS LETTER

P. O. Box 775
Victoria, B.C., 22nd May, 1922.

Dear Sirs:- Attention Mr. D. Whiteside.

I beg to acknowledge the receipt of your letter of the 17th instant in connection with a proposed application for a lease of four-and-a-half acres of land on the Semiahmoo Indian Reserve by one of your clients and it is noted that you will be in Victoria in the near future and will call to see me with reference thereto.

In reply I beg to say that when you come to Victoria it is most desirable that you should be provided with a sketch showing the location of the land and foreshore desired to be leased by your client, also you should be able to state what amount of annual rental they are prepared to pay. The Department will then be in a position to lay the matter before the Indians for their consideration.

I may say that I expect to be leaving Victoria for the Mainland on the night of the 25th and therefore should you not be able to call upon me by that date I will avail myself of the opportunity to get in touch with you when at the Indian Office but I cannot at present say just what date I will be there as I have some business to attend to in Vancouver.

Yours sincerely,
W. E. Ditchburn
W. E. Ditchburn.
Chief Inspector of Indian Agencies.

Messrs.
Whiteside, Edmonds & Whiteside,
213-217 Westminster Trust Bldg.,
New Westminster, B. C.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

D.W.

May 25th., 1922.

James Trodden, Esq.,
c/o., Dominion Public Works Department,
C I T Y.

Dear Sir,

We enclose you herewith a copy of a letter we have just received from Mr. Ditchburn. Kindly comply with his request for a Plan and description of the property, and oblige.

Yours very truly,
WHITESIDE, EDMONDS & WHITESIDE,
per:

NL.
encl.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE
APR 24, 1923.
NEW WESTMINSTER, B. C.

A 62

In

New

Dear

We

Reserve

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Campbell

dollars a year

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

Poor copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-2

INDIAN AGENT'S OFFICE,
NEW WESTMINSTER AGENCY.

DEPT. OF INDIAN AFFAIRS
APR 30 1923
RECORDS

New Westminster, B.C.

IN YOUR REPLY REFER TO
No. 1-3-13
ALSO
TO DATE OF THIS LETTER.

Lands

April 25th, 1923. 191

582711

Sir,—

With reference to your letter No. 13153/2 of the 4th inst., under cover of which you forwarded me particulars of payments made under Lease No. 45, issued to the Campbell River Lumber Company, Limited, on the Semiahmoo Indian Reserve.

I beg to forward you herewith a letter received from the Semiahmoo Indians, which in part concerns this matter.

You will observe the Indians claim that they are getting now $200.00 a year for a concession to the Campbell River Company, though the original agreement they say was $300.00 per annum, as a matter of fact the amount actually turned into the Department is only $100.00 a year.

LANDS BRANCH

As this Lease was handled entirely through the Department, I am not in a position to trace the matter from this end, and I shall be much obliged if you can inform me, from your records, where the Indians got the idea that $200.00 a year was going to Ottawa for them.

Your attention is also directed to the statement that $12.00 a year rental is being paid for the Canadian Customs' Office, situated on the eastern end of the Reserve, we have no record of any transaction of the sort here.

I am also enclosing a file of correspondence and a sketch, in respect to an application made by one, Mr. James Trodden, to lease approximately 4½ Acres of land on the foreshore in the south west corner of the Reserve, for summer cottages and similar purposes.

His Lawyers, Messrs. Whiteside, Edmonds and Whiteside, have made me a verbal offer of Fifty Dollars ($50.00) per annum, for a five years' lease, but in view of the income, which would be derived from the property, under the conditions it is proposed to use it, I think such rental inadequate, and in any case you will note that the Indians are against the lease.

The matter requires rather careful handling, as I have reason to suppose, that is being taken up through other than Departmental channels, and the correspondence forwarded you herewith may possibly be of service to you.

Your obedient servant,

A.O'N. Daunt.
Indian Agent.

Encl.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 153/2-

OTTAWA, 2nd May, 1923-

Sir-

Referring to your letter of the 25th Ultimo, in regard to rental payable by the Campbell River Mills, Limited, for land on the Semiahmoo Indian Reserve, I beg to say that, by Resolution of Council of 5th November 1912, the Band agreed to lease to the Company at a rental of $100. per annum. The original application of the Company, I may say was, also, to pay a similar rental, so that, apparently, there has been a misunderstanding on the part of the Indians

The Customs Department holds, under Permit during pleasure of the Department, one-half acre of land on the Semiahmoo Reserve, at a rental of $12.00 per annum; rental has been paid from 21st June 1919 to 21st June 1923.

In view of the fact that the Indians are opposed to the leasing of 4½ acres, applied for by Mr. James Trodden, the Department can, of course, take no further action in connection therewith.

All correspondence, in this matter, forwarded by you has been placed on file.

Reply on 344620 14/5/23

Your obedient servant

In charge Lands & Timber Branch
(J. C. Caldwell .)

A. O'N. Daunt, Esq.,
Indian Agent,
NEW WESTMINSTER,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153/2 ~~42774~~

INDIAN AGENT'S OFFICE
NEW WESTMINSTER AGENCY.

DEPT. OF INDIAN AFFAIRS 1923 RECORDS

New Westminster, B.C.

IN YOUR REPLY REFER TO
No. 1-3-13
ALSO
TO DATE OF THIS LETTER

June 26th, 1923. ~~191~~

585777

Sir,

With further reference to that portion of my letter of April 25th in which I drew attention to the statement of the Semiahmoo Indians that they were getting $200.00 a year rental from the Campbell River Mills Limited, whereas in fact only the sum of $100.00 was being paid the Department.

I have now ascertained that the Campbell River Mills Limited are paying the Provincial Government $100.00 per year rental on a lease dated March 1st, 1915 for twenty-one years, in respect of Lot 515, Group 2, and comprising 36.57 acres.

As this appears to be the identical portion leased to the Company by the Department under Lease No.45 dated March 1st, 1913, and I am not aware that the leasing of Indian lands gives any reversionary Rights to the Province I shall be obliged for any information you have upon the matter.

I may say that the local Municipality is now trying to get assessment rights on this land, based upon the Provincial Rights to lease it, so the question should be cleared up at once.

Your obedient servant,

A.O'N. Daunt.
Indian Agent.

The Assistant Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13-153/2

OTTAWA, 7th July, 1923-

Sir-

Referring to your letter of the 26th Ultimo, relative to rental paid by the Campbell River Mills, Limited, for land on the Semiahmoo Indian Reserve, I beg to say that, in so far as lease issued by this Department is concerned, only the Indian interest in the land was thereby conveyed.

It is presumed that, as the Province claimed a reversionary interest in the Reserves in British Columbia, a lease was obtained (from the Province), running, as you state, concurrently with that issued by this Department.

As the whole Reserve question is about to be settled, it might be well to ascertain from the proper authority whether it is considered that the Company should continue -in this case- to pay rental to the Province.

Your obedient servant

Assistant Deputy & Secretary-
(J. D. McLean.)

A. O'N. Daunt, Esq.,
Indian Agent,
NEW WESTMINSTER,
B. C.-

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Original letter onFile 83 BCL.

Form No. 27
300M.—8-22.

COPY
MM

Please refer to .....

File No. 56631

Department of the Interior,

DOMINION LANDS AND CROWN TIMBER OFFICE.

New Westminster, B.C., July 10th, 1923

Dear Mr. Wyld,

I am informed that in 1913 the Department, which in this particular I presume means the Indian Department issued a 21 years lease to the Campbell River Lumber Co., for Mill Site and Lumber Yard on 36.56 acres which forms a part of Semiahmoo Indian Reserve in Sections 1 & 2, Township 2, W.C.M. The rental of said lease is $100.00 per annum, which I understand has been paid regularly.

In the year 1915 the Provincial Government issud a somewhat similar lease (21 years) for the same identical purpose to the same Company, on which an annual rental of $100.00 is paid.

On this land there is property assessed at $100,000.00 but no Taxes have been paid.

Would you kindly advise for my information why the necessity of the two leases, and whether the property comes under the jurisdiction of the Dominion or the Province.

This inquiry is being made by me on behalf of the Provincial Assessor, whom I may say is always ready and willing to co-operate with this Agency when I desire information which may not be available from our records.

Awaiting the favour of an early reply.

Your obedient servant,

W. C. Cowell,
Agent of Domn.Lands.

The Superintendent,
B. C. Lands Branch,
Dept. of the Interior,
O t t a w a.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Original letter onFile 83 BCL.

Form No. 27
300M.—8-22.

COPY
MF

Please refer to.....

File No. 56631

Department of the Interior,

DOMINION LANDS AND CROWN TIMBER OFFICE,

New Westminster, B.C., July 10th, 1923

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This inquiry is being made by me on behalf of the Provincial Assessor, whom I may say is always ready and willing to co-operate with this Agency when I desire information which may not be available from our records.

Awaiting the favour of an early reply.

Your obedient servant,

W. C. Cowell,
Agent of Domn. Lands.

The Superintendent,
B. C. Lands Branch,
Dept. of the Interior,
O t t a w a.

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-2

DEPARTMENT OF THE INTERIOR

DO NOT WRITE ABOUT MORE THAN ONE SUBJECT IN THE SAME LETTER
IN YOUR REPLY
"SUPERINTENDENT B. C. LANDS
DEPARTMENT OF THE INTERIOR"

M.M.

CANADA

IN YOUR REPLY PLEASE QUOTE THIS FILE NO
83 BCL

DEPT. OF INDIAN AFFAIRS
JUL 28 1923
RECORDS

BRITISH COLUMBIA LANDS BRANCH

OTTAWA. July 26th, 1923.

Perhaps to file
Spinney

DEPARTMENT OF INDIAN AFFAIRS
JUL 30 1923
SURVEYS

586857

Memorandum,

W. R. White,
Indian Affairs Department.

I am enclosing herewith a copy of a letter from the Agent of Dominion Lands at New Westminster. Would you please furnish me with any information which you may have regarding the Agent's enquiry as to the necessity of a dual lease from the Dominion and Province to the Campbell River Lumber Company for a mill site.

Grier Wyld,
Superintendent.

Poor copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13153-2

Ottawa, 30th July 1923

Sir,-

With reference to your inquiry of the 26th instant, I beg to say that this is one of the reserves in which the Province of British Columbia claims the reversionary interest. I may say this claim is disputed by this Department but the question has not been legally decided, although certain payments have been made to the Province in settlement of this claim by Companies and individuals and titles granted by this Department for the Indian interest only.

This Department is endeavouring to have the reserves jointly confirmed by the Dominion and Provincial Governments and thus extinguish the reversionary interest claim. The matter appears now to be in a final stage but the Orders in Council have not yet been passed.

Your obedient servant,

(A.F.MacKenzie)
For Assistant Deputy and Secretary.

The Superintendent,
B.C.Lands Branch,
Department of the Interior,
Ottawa, Ont.

Poor Copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

13 153/2-

OTTAWA, 26th February, 1925-

Sir-

I beg to acknowledge the receipt of your letter of the 16th Instant, with enclosures, regarding the desire of the Campbell River Mills Limited to lease a small parcel of land on the Semiahmoo Indian Reserve, the property of Indian James Charles, at an annual rental of $15.00, payable yearly in advance, the area of the land being, approximately, one acre.

You are hereby authorized to grant the applicants the use of the land in question during pleasure of the Department, in accordance with terms cited above, this letter being your authority for allowing the lessees to enter upon and use the land.

Your obedient servant

Assistant Deputy & Secretary-
(J. D. McLean.)

A.G'N. Deant, Esq.,
Indian Agent,
NEW WESTMINSTER,
B. C.-

Poor copy

Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Campbell River Mills, Limited

Suff Old Growth Yellow Fir Flur Specialty

LATH, MOULDINGS, CEDAR LUMBER AND
HIGH GRADE SHINGLES

BOTH RAIL AND WATER SHIPMENTS

SAWMILL AND HEAD OFFICE
WHITE ROCK, B.C.

White Rock, B.C. February 4 26.

IN REPLY REFER
TO OUR File No.

J.O'N. Daunt, Esq.,
Indian Agent,
New Westminster, B.C.

Dear Sir:

PRICES SUBJECT TO CHANGE WITHOUT NOTICE. NON-PERFORMANCE OF OUR AGREEMENTS DUE TO STRIKES, LOCKOUTS, FIRES, FLOODS, ACCIDENTS OR ANY CAUSE BEYOND OUR CONTROL IS WITHOUT LIABILITY ON OUR PART. PURCHASER WAIVES ALL CLAIMS AS TO DEFICIENCY IN QUALITY, QUANTITY OR CONDITION OF GOODS DELIVERED UNLESS SUCH CLAIM IS PRESENTED WITHIN TEN DAYS AFTER RECEIPT OF GOODS. ALL CONTRACTS SUBJECT TO ACCEPTANCE AT OUR OFFICE.

FEB 12

We beg to petition your Department for the use of that part of Reservation marked on attached map.

We understand that this piece of land belongs to Jimmie Charles, and that agreed to pay him the sum of $15.00 per year.

We attach hereto letter from Mr. Charles.

Yours very truly,
CAMPBELL RIVER MILLS, LIMITED

By C. K. Hunter.

CKH/M.

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Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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Land refered to in attached petition

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Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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CANADA

WHITE ROCK, B.C.
February 4/24.

J. O'N. Daunt, Esq.,
Indian Agent,
New Westminster, B.C.

Dear Sir:

I have agreed to lease a piece of ground as shown on a map attached hereto, consisting of approximately one acre for the sum of $15.00 per year rent, and hereby request your Department to grant the Company's petition for same.

Yours very truly,

James Johnson

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Indian Affairs. (RG 10, Volume 8093, File 987/32-21-0-4 pt. 1)

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